

ZOOMABILITY LIMITED WARRANTY

Zoomability AB (MANUFACTURER), warrants that the equipment and equipment parts manufactured by MANUFACTURER (the “Product”) and sold or provided, either from MANUFACTURER directly or through its authorized distributors or resellers, collectively “SELLER”, to the end user (“BUYER”) are produced according to usual practices, customs, standards, specifications and tolerances of trade prevailing in the country of origin at the time of production and shall, subject to the limitations and exclusions set forth below, be free from defects in design, material, and workmanship.

1. REGISTRATION REQUIREMENT

This Limited Warranty becomes effective only if BUYER completely fills out and delivers to SELLER the Warranty Form and original proof of purchase, according to the procedure set forth in Section 3 herein.

2. INSTALLATION, PAYMENT AND MAINTENANCE REQUIREMENTS

This Limited Warranty applies only if:

- (1) The Product is used properly and is operated in accordance with the MANUFACTURER’s Safety Manual as furnished to BUYER at the time of purchase;
- (2) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of MANUFACTURER, or damage done to the Product by anyone other than MANUFACTURER;
- (3) The person submitting the Warranty Form is the first end user of the Product;
- (4) All other Sections of this Limited Warranty are complied with.

3. PROCEDURE FOR OBTAINING WARRANTY SERVICE

For the Limited Warranty to apply, BUYER must completely fill out the Warranty Form and hand in to SELLER, or send to support@zoomability.com as a pdf or jpg, within ten (10) days of the date BUYER discovered the alleged defect. At SELLER’s option, BUYER must ship the defective Product to SELLER’s address with mailing or shipping charges prepaid. The procedure described in this Section 3 shall hereinafter be referred to as the “Warranty Claim Procedures”. BUYER shall bear all expenses associated with returning the Product to SELLER. If SELLER determines that the returned Product is covered by the Limited Warranty, SELLER agrees to cover all expenses of returning any repaired or replaced Product to BUYER.

4. WARRANTY SERVICES PROVIDED

If the Product is proved to SELLER satisfaction to be defective, within the Warranty Period (defined in Section 5), SELLER’s obligations under this Limited Warranty shall be limited to either repairing or replacing the defected product, at SELLER’s sole discretion, and only if such defect was caused solely by defective design, workmanship and/or materials. Such repair or replacement shall be SELLER’s sole obligation and BUYER’s exclusive remedy hereunder and shall be conditioned upon BUYER’s fulfilling its obligations under SELLER’s Warranty Claim Procedures.

5. WARRANTY PERIOD

This Limited Warranty of the Product applies for twelve (12) months from the date the Product is sold, rented, leased, or donated to the first end user (the "Warranty Period"). Notwithstanding the foregoing, in no event shall the Warranty Period extend beyond a period of twentyfour (24) months from the date of shipment of the Product from MANUFACTURER to the SELLER. The Warranty Period shall not be tolled for any reason.

6. EXCLUSIONS FROM WARRANTY

The following is not included under this Limited Warranty:

- (1) Scratches, dents, marks or other visible surface wear on the Product, unless MANUFACTURER is notified as soon as the Product is received by the BUYER;
- (2) Normal wear and tear from everyday use;
- (3) Misuse or abuse by the BUYER, like, but not limited to, the following:
 - expose the Zoom to standing or flowing water, mud, or wet sand deeper than approximately two inches (that is, deeper than the tire).
 - driving in saltwater
 - cleaning with a pressure washer
- (4) Physical damage to the Product as a result of tampering, mishandling, neglect, accidental damage, modification or repair without the approval of SELLER, unreasonable use and/or negligence of the BUYER;
- (5) Items, equipment, goods, products, and components not sold by MANUFACTURER;
- (6) Damage to Products caused by the carrier during shipping;
- (7) Continued Product use after an alleged defect is discovered or should reasonably have been discovered;
- (9) Improper installation of any kind from persons other than SELLER; and,

7. LIMITATIONS ON WARRANTY;

This Limited Warranty is provided by MANUFACTURER, and it contains the only express warranty provided to BUYER by MANUFACTURER. MANUFACTURER does not authorize any other person, including SELLER, to give any other warranties on MANUFACTURER's behalf.

8. MANUFACTURER'S LIMITATION OF LIABILITY

MANUFACTURER's liability with respect to the Product sold to BUYER shall be limited to the warranty provided herein. MANUFACTURER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY MANUFACTURER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO. Without limiting the foregoing, MANUFACTURER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. MANUFACTURER SHALL NOT BE

LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANY THIRD PARTY TO ASSUME FOR IT, ANY COMMITMENT OR ASSUMPTION OF LIABILITY OF ANY KIND IN CONNECTION WITH ITS PRODUCTS.

9. MISCELLANEOUS

Any description of the Product, whether in writing or made orally by MANUFACTURER or SELLER, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by MANUFACTURER or SELLER regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by MANUFACTURER to be such.

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Find the warranty request form on next page

Warranty Request Form

Date _____

Name _____

Address _____

Phone _____

e-mail _____

Zoom S/N _____

Date of purchase _____

Seller _____

Description of the problem

Signature: