

TWO YEAR NON-TRANSFERRABLE LIMITED WARRANTY

WHAT IS COVERED: Radio Systems Corporation d/b/a SportDOG Brand[®] (hereinafter referred to as "SportDOG Brand[®]") warrants to the original retail consumer purchaser, and not any other purchaser or subsequent owner, that its SportDOG Brand[®] product, when subject to normal and proper use, will be free from defects in material or workmanship for a period of two (2) years from the purchase date. An "original retail consumer purchaser" is a person or entity who originally purchases the product, or a gift recipient of a new product that is unopened and in its original packaging. When serviced by SportDOG Brand[®] Customer Service, SportDOG Brand[®] covers labor and parts for the first two years of ownership; after the second year, a service or upgrade charge will apply relative to replacement of the product, with new or refurbished items at SportDOG Brand's[®] sole discretion. The limited warranty is non-transferrable and shall automatically terminate if the original retail consumer purchaser resells the SportDOG Brand[®] product or transfers the property on which the SportDOG Brand[®] product is installed. In the event of defect, these are your exclusive remedies.

PROPER PRODUCT USE: This product is designed only for use with domesticated animals; do not use this product for any other purpose. However, the specific temperament of your animal may not work with this product. We recommend that you do not use this product if your animal is aggressive. If you are unsure whether this product is appropriate for your animal, please consult with your veterinarian or certified trainer before you use this product. Please see the instruction manual for additional important information.

WHAT IS NOT COVERED: This non-transferrable limited warranty does not provide protection against, and SportDOG Brand[®] will have no liability under this non-transferrable limited warranty for any damage to or defects in the products caused by any animal, loss of product(s), failure, defect or damage caused by events and situations beyond normal operating conditions, including, but not limited to: commercial use, misuse, abuse, neglect, improper installation or installation not in accordance with SportDOG Brand's[®] instructions, use of non-SportDOG Brand[®] accessories, impacts of foreign objects, acts of God, abnormal or improper use, improper storage, attempted repair or service by anyone other than SportDOG Brand[®] Customer Service, accident, alteration, defects in or failure of the surface the SportDOG Brand[®] product is installed in or upon, discoloration or other damage caused by pollution, sunlight, other environmental conditions, mold, dirt, mildew, or exposure to harmful chemicals and any other cause not involving manufacturing defects in the SportDOG Brand[®] product.

Under no circumstances will SportDOG Brand[®] be liable for any non-SportDOG Brand[®] labor charges or any expenses whatsoever in connection with the removal, repair or installation of either the original or replacement component(s) relative to in-ground fence installation, and other permanent, semi-permanent, or fixture type installations on the consumer purchaser's property.

REGISTERING THE PRODUCT: Within thirty (30) days of purchase, please go to <u>www.sportdog.com</u> to register your purchase. A sales receipt shall be required to obtain warranty coverage. Please keep this information in a safe place.

MAKING A WARRANTY CLAIM: To obtain warranty service, call the SportDOG Brand[®] Customer Care Center. In the United States or Canada, 1-800-732-0144; in Australia, 1800 786 608; in New Zealand, 0800 543 054.

Pursuant to this non-transferrable limited warranty, SportDOG Brand[®] will replace the part with a new or refurbished part. This non-transferrable limited warranty will then apply to either the new or refurbished part for the remainder of the original non-transferrable limited warranty period.

DISCLAIMERS: Replacement as provided under this non-transferrable limited warranty is the exclusive remedy of the consumer. Neither labor to remove the part nor labor to install the refurbished or replaced part is covered.

This non-transferrable limited warranty is in lieu of all other express warranties. SportDOG Brand[®] expressly disclaims and excludes all other warranties, express or implied, including without limitation, the warranties of merchantability and fitness for a particular purpose. SportDOG Brand[®] also disclaims and excludes all liability for incidental, consequential, punitive, direct, indirect, special or any other damages arising out of or connected with the purchase, use or misuse of this product or for the breach of any express or implied warranties or breach of contract or otherwise. Purchaser assumes all risks and liabilities from the use or misuse of this product. SportDOG Brand[®] does not authorize any other person or agent to make any other express or implied warranties.

Furthermore, SportDOG Brand[®] will not be liable for any loss, damage or injury resulting from delay in delivery of replacement parts or for any failure by SportDOG Brand[®] to perform covered repair work due to circumstances beyond SportDOG Brand's[®] control.

GOVERNING LAW: This non-transferrable limited warranty shall be governed by the law of the State of Tennessee, U.S.A., and by the laws of the United States of America, excluding their conflicts of laws principles. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this non-transferrable limited warranty. Jurisdiction and venue shall be exclusive to the courts of Knox County, Tennessee.

These warranties give you specific legal rights, and you may also have other rights that vary from state to state or country to country. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.