

## **OBAGGO RECYCLING LLC LIMITED WARRANTY**

Updated: 02/29/24

### **LIMITED PRODUCT WARRANTY**

Your Obaggo product (the "Obaggo Product"), is covered by an Obaggo Recycling LLC Standard 1 year Limited Warranty\*. Subject to the "Terms of Warranty Coverage" set out below, if your Obaggo Product has a defect in Obaggo Product material or workmanship within the applicable warranty period, Obaggo Recycling LLC will arrange to have your original Obaggo Product returned to us and deliver a comparable replacement to you or will apply another remedy as described below.

\*Your Obaggo Product comes with a Standard 1-year Limited Warranty (the "Standard Warranty") commencing on the date that (i) your Obaggo Product is shipped by Obaggo Recycling LLC to the address designated in your order (in the case of an online purchase) or (ii) your Obaggo Product is purchased in person from an authorized retail outlet, as applicable, (in either case, the "Product Shipment Date"). The Standard Warranty can be extended for an additional 2 years with the valid purchase of ObaggoCare (the "Extended Warranty") within one year of the Product Shipment Date.

For warranty purposes, "Purchaser" means (i) in the case of a purchase for personal use, the original purchaser of the Obaggo Product as evidenced by the original sales receipt or (ii) in the case of a purchase of the Obaggo Product as a gift, the recipient of the gift as designated by the original purchaser at the time of an online purchase or as evidenced by a gift receipt in the case of an in-person gift purchase through an authorized retail outlet, as applicable.

### **OBAGGO CONTACT INFORMATION**

Website: <https://obaggo.com>

Warranty Claims Contact: support@obaggo.com

Hours of Operation: M-F 8am-4pm (Eastern Time)

Head Office Address: 63 Russell Street, Melrose, MA 02176

United States

### **OBAGGO™ MASTER LIMITED PRODUCT WARRANTY**

#### **INTRODUCTION TO THE WARRANTY**

For the purposes of this limited warranty, please note the Jurisdiction (as defined below) for which such limited warranty is applicable.

"Jurisdiction" means:

- The fifty United States and the District of Columbia only, not including any other U.S. territories, commonwealths, possessions, and
- Any province or territory of Canada ("Canada", together with the USA, collectively referred to as "North America"), as applicable to the Purchaser of an Obaggo Product.

## **TERMS OF WARRANTY COVERAGE**

Obaggo Recycling LLC provides warranty coverage as further described below and is limited to the terms and conditions hereof:

Obaggo Recycling LLC hereby provides the Standard Warranty and Extended Warranty, as applicable, against defects in Obaggo Product materials and workmanship. The Standard Warranty and Extended Warranty are offered only on Obaggo Product purchased and used in North America and are the sole and exclusive warranties provided by Obaggo Recycling LLC for any Obaggo Product. Warranty protection excludes any accessories to the Obaggo Product hardware units.

The Standard Warranty is non-transferable and commences on the applicable Product Shipment Date (the "Warranty Commencement Date") and ceases upon the 1-year anniversary of the Warranty Commencement Date (the "Standard Warranty Period") unless extended as provided herein.

The Extended Warranty is non-transferable and commences on the Product Shipment Date (the "Extended Warranty Commencement Date") and ceases upon the 3-year anniversary of the shipping date (the "Extended Warranty Period").

Proof of Purchase is required to create a valid warranty claim. The only acceptable Proof of Purchase are (i) an original or copy of the sales receipt or gift receipt for the Obaggo Product, or (ii) an invoice from an authorized reseller or partner, showing the Obaggo Product, payment, and date of purchase. Product registration is not sufficient to meet the Proof of Purchase requirement.

In the event the Standard Warranty Period or the Extended Warranty Period (as applicable) for the Obaggo Product has expired or if the Obaggo Product does not qualify for a Standard Warranty and/or Extended Warranty service, repair, reimbursement or replacement, Purchasers may still buy replacement parts or have Obaggo Products repaired by an authorized Obaggo Product service facility. Please contact Obaggo Recycling LLC at [support@obaggo.com](mailto:support@obaggo.com) for more information.

## **EFFECT OF THE WARRANTY**

Within the Standard Warranty Period and/or Extended Warranty Period, as applicable, Obaggo Recycling LLC may, at its sole discretion:

- Replace the Obaggo Product entirely, either with a new or refurbished Obaggo Product, at no additional charge to the Purchaser (other than applicable shipping fees that may apply);
- Repair the Obaggo Product with new or refurbished parts at no charge to the Purchaser (other than applicable shipping fees);

- Reimburse the Purchaser the amount of the original purchase price (a "Reimbursement"); or
- Replace defective parts that meet the performance specifications of new parts for any applicable Obaggo Product.

Only Obaggo Recycling LLC or Obaggo approved accessories and replacement parts are authorized for use with any Obaggo Product. The use of any non-Obaggo or non-Obaggo approved accessories or replacement parts with any Obaggo Product voids any warranty which may be in effect and applicable to such Obaggo Product.

All exchanged or substituted parts and products replaced under warranty shall become the property of Obaggo Recycling LLC. Repaired or replaced Obaggo Product or parts provided under warranty will be warranted by Obaggo Recycling LLC for the remaining time of the original Standard Warranty Period or Extended Warranty Period, as applicable. Any Obaggo approved accessories or replacement parts purchased separately by a consumer will be subject to separate warranty coverage applicable to such purchased accessories or replacement parts and are not covered under this Limited Product Warranty.

In the event replacement Obaggo Product parts or replacement Obaggo Product units are not available for any reason at the time a valid warranty claim is submitted by a Purchaser, Obaggo Recycling LLC may, in its sole discretion, provide a Reimbursement of the purchase price for the Obaggo Product. Any such Reimbursement to the Purchaser shall be in full satisfaction with any applicable warranty claim and of Obaggo Recycling LLC's obligation to the Purchaser under this Limited Product Warranty. This provision of a Reimbursement terminates any further warranty coverage for such applicable Obaggo Product.

## **PRODUCT WARRANTY LIMITATIONS**

Obaggo Recycling LLC's obligation to the Purchaser regarding the warranty for any Obaggo Product is limited to the repair or replacement of any defective Obaggo Product or parts (as applicable) or the Reimbursement of the purchase price of any defective Obaggo Product, pursuant to the terms and conditions of the Standard Warranty and/or Extended Warranty, as applicable.

The Standard Warranty and/or Extended Warranty is only valid for Obaggo Product purchased and used in North America and shall not extend to any Obaggo Products(s):

- Not purchased in North America, and
- Purchased in North America but which are used or transferred outside any Jurisdiction thereof for any period of time.

The Standard Warranty and/or Extended Warranty is not applicable to any purchase of an Obaggo Product for commercial or institutional use (such as in an educational institution, school, hotel, office, restaurant, congregate living facility, or other business capacity).

The Standard Warranty and/or Extended Warranty excludes any defects or damages caused by (i) the placement of unapproved materials (non-Obaggo approved materials) in the Obaggo Product

and/or (ii) the use of accessories, replacement parts or repair services other than those that have been expressly authorized by Obaggo Recycling LLC pursuant to the terms hereof.

To the maximum extent permitted by applicable law, no other warranties, express or implied, are made by Obaggo Recycling LLC or are authorized to be made on behalf of Obaggo Recycling LLC by any retailer, agent, distributor, or other party with respect to any Obaggo Product to any Purchaser.

The Standard Warranty and/or Extended Warranty shall be rendered null and void, and of no further force or effect, and will provide no warranty coverage with regard to an Obaggo Product for any of the following reasons, without limitation:

- Obaggo Product requiring maintenance or replacement due to normal wear and tear, rust, stain, corrosion, age or Obaggo Product damaged due to any improper or discouraged use, mishandling, negligence, excessive wear and tear, including damages caused by maintaining, operating or using the Obaggo Product in a manner not consistent with, not in accordance with, or not contemplated by the instruction manual provided by Obaggo Recycling LLC with the Obaggo Product, or by otherwise failing to follow operating, care, safety, or cleaning instructions contained therein;
- Obaggo Product where the Obaggo Product number, model or serial number has been removed, replaced, altered or rendered illegible;
- Obaggo Product which have been altered, modified and repaired in any way not expressly authorized in the instruction manual provided by Obaggo Recycling LLC with the Obaggo Product or by any party not authorized by Obaggo Recycling LLC as an authorized Obaggo Product service facility;
- LCD or other read-out displays on Obaggo Product attributable to non-manufacturer defects such as mishandling during transportation, drops, spills, submersion or exposure to extreme temperature or pressure;
- Cosmetic damages (examples include, but are not limited to, scratches, imprint/water marks, cracks and dents, stains, etc.);
- Obaggo Product that have been damaged directly or indirectly from the use of any third-party product that has not been expressly approved by Obaggo Recycling LLC for use with the Obaggo Product;
- Obaggo Product damaged as a result of acts of nature e.g. fire, flood, or lightning;
- Obaggo Product damaged as a result of connection to irregular current or voltage sources, or use with any electric or other current or voltage other than that marked on the Obaggo Product, or in any instruction manual provided by Obaggo Recycling LLC with the Obaggo Product;
- Obaggo Product for which the applicable warranty period has expired;
- Obaggo Product not purchased from Obaggo Recycling LLC or through an Obaggo authorized reseller or partner (for example, purchases from non-authorized sellers online, at auction, private sale, or otherwise, such as, without limitation, eBay® and other independent e-commerce sites not authorized by Obaggo Recycling LLC);
- Obaggo Product shipped by the Purchaser to Obaggo Recycling LLC without using an Obaggo approved shipping label which are subsequently lost, misdelivered or damaged in transit;

- Obaggo Product for which a Reimbursement has been provided as a final remedy to a warranty claim.

## **WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES; ACKNOWLEDGEMENTS**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AS PROVIDED BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF.

NONE OF OBAGGO RECYCLING LLC, ITS PARENT OR OTHER HOLDING COMPANIES, SUBSIDIARIES, AFFILIATES, AUTHORIZED RESELLERS AND PARTNERS AND AUTHORIZED SERVICE PROVIDERS, OR ANY OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES THEREOF, SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSSES FROM TRAVEL, LOST TIME, PERISHABLE GOODS, DAMAGES FOR LOSS OF REVENUE, BUSINESS, PROFITS, GOODWILL OR CONTRACTS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ANY COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION RESULTING FROM SUCH LOSS), OR ANY OTHER LOSS OR DAMAGES ARISING OUT OF ANY MALFUNCTION OF ANY PRODUCT OR OTHER DAMAGES RESULTING FROM THE USE OF THE OBAGGO PRODUCT, WHETHER IN CONTRACT, TORT, CIVIL LIABILITY OR OTHERWISE. NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY OR EXCLUSIONS OF AN IMPLIED WARRANTY, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO A PURCHASER RESIDING IN THOSE PARTICULAR JURISDICTIONS.

IT IS UNDERSTOOD AND AGREED BY THE PURCHASER UPON PURCHASE OF AN OBAGGO PRODUCT THAT, EXCEPT AS EXPRESSLY STATED HEREIN, OBAGGO RECYCLING LLC IS NOT MAKING AND HAS NOT AT ANYTIME MADE ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, OR LEGAL, ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE OBAGGO PRODUCT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS AS TO MERCHANTABILITY, QUALITY, DURABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

THE PURCHASER ACKNOWLEDGES THAT THE PURCHASER IS INFORMED AND IS AWARE OF HIS/HER RIGHTS AND OBLIGATIONS UNDER ANY APPLICABLE FEDERAL, STATE, PROVINCIAL, TERRITORIAL, LOCAL, MUNICIPAL, OR OTHER LAWS WITHIN THE JURISDICTION GOVERNING THE PURCHASE AND USE OF THE OBAGGO PRODUCT. THROUGH THIS WARRANTY, OBAGGO RECYCLING LLC PROVIDES LIMITED AND SPECIFIED RIGHTS TO THE PURCHASER IN CONNECTION WITH THE OBAGGO PRODUCT. PURCHASER MAY ALSO HAVE OTHER APPLICABLE RIGHTS WITH REGARD TO THE OBAGGO PRODUCT AND WARRANTY WHICH VARY FROM JURISDICTION TO JURISDICTION AND WHICH ARE NOT OTHERWISE SET FORTH HEREIN.

IF ANY PROVISIONS OF THIS WARRANTY ARE ADJUDGED TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THE WARRANTY SHALL CONTINUE IN FULL FORCE AND EFFECT.

## **SUBMITTING A WARRANTY CLAIM**

Please follow these instructions to receive the fastest possible warranty service:

Obaggo Recycling LLC has FAQ's hosted on our website [obaggo.com](http://www.Obaggo.com), troubleshooting guides, and customer support videos available online. Before reaching out to our service and support team directly, please visit us here: <http://www.Obaggo.com> to access this information.

If you are unable to solve the issue, please contact us. Please have the model, serial number, and Proof of Purchase information available to share with our customer service and support team when they reach out to you.

During the applicable warranty period, if an Obaggo Product, or one of its parts, qualifies for replacement or service under the warranty, please visit us online here to begin the warranty claims process or contact our customer service and support team directly at [support@obaggo.com](mailto:support@obaggo.com) for further instructions on the warranty claims process, or to otherwise address any steps to repair and/or replace the Obaggo Product or part.

If it is determined that a replacement Obaggo Product or part is necessary, shipping arrangements can be made directly with our customer service and support team. Please note that turnaround time to address warranty claims can take between 5-10 business days, plus shipping time, depending on your location and the type of damage or warranty claim.

For additional protection of the Obaggo Product and to ensure secure handling when it is being returned for any warranty repair or replacement, Obaggo Recycling LLC requires that you use an Obaggo shipping label or a traceable, insured delivery service. Obaggo Recycling LLC is not responsible for any damage while an Obaggo Product is in transit or for Obaggo Product not returned directly to Obaggo Recycling LLC or a designated authorized Obaggo Product service facility.