



MANUFACTURER'S LIMITED ONE YEAR WARRANTY

PopStops Marketing, Inc. ("Company") warrants to the original end-use purchaser that, for a period of one (1) year from the date of purchase, the **PopStops® Garage Stop** and **PopStops for Pets (Patent No. D795112 - the "Products")** will be reasonably free of defects in materials and workmanship when properly handled and installed. This Limited Warranty applies to Company's products which are used and handled in the manner specified by the Company in its literature and website. This Limited Warranty applies only in the United States, U.S. Territories and Puerto Rico.

The Company will, at its option, repair or replace, if the Product fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. Repair or replacement during this one (1) year warranty shall include reasonable labor charges necessary to repair or replace the defective product, but shall not include the costs associated with shipping the product to the Company.

During the entire one (1) year warranty, Company's obligation as to repair or replacement shall further be limited to repair or replacement of the main "**Garage Stop**" housing unit, the end caps, mounting brackets, water bowls, the stainless steel screws, and the feet of the Products, that are available at the time of repair or replacement, and shall be limited to the repair or replacement of only the specific product that fails due to a manufacturing defect. Any repaired or replaced product shall also remain subject to the original one (1) year warranty from the date of the original purchase, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period. This warranty is non-transferable. This warranty specifically does not cover styrene graphic inserts.

To make a warranty claim, the original purchaser must provide purchase information (*including a copy of the receipt of purchase with the date of purchase*) to the Company or the **Authorized Dealer** from whom the product was purchased. The owner of the product will be responsible for the cost of repair until the Company's Warranty Department has confirmed that warranty coverage exists.

Disclaimer of Warranties

The Company's Products must be stored, handled, installed, used and maintained accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company's instruction manual are available from the **Authorized Dealer** or from the Company's website at www.popstops.com. You may also obtain the instruction manual by contacting the Company at **800-209-4571**.

The Limited Warranty does not cover defects caused by:

1. Non-Compliance with Company's instructional manual. Such failures include, but are not limited to, exposure to physical abuse, including, but not limited to mishandling the Products;
2. Improper storage, installation, handling, use of the Product;
3. Damage not resulting from manufacturing defects that occur while the Product is in the customer's possession;
4. Unreasonable or unintended use of Product;
5. Products installed with a known or visible manufacturing defect at the time of installation, including, but not limited to color variances and structural integrity of the product;
6. Minor conditions such as paint scraping, tire marks or scratches;
7. Failure or dissatisfaction with appearance.

Any information or suggestion by Company with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THESE PRODUCTS. COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

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Patent No. D795112 and other patents pending - Mascot Marketing, Inc.

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