



Wednesday, December 02, 2009

SMARTPLUG SYSTEMS LLC LIMITED WARRANTY

What is Covered by This Limited Warranty?

SmartPlug Systems LLC warrants that the products manufactured by SmartPlug Systems LLC will be free from defects in materials and workmanship. This limited warranty is only good for purchases made in the United States (excluding Puerto Rico and U.S. Possessions and territories) or Canada.

What is Not Covered by This Limited Warranty?

This limited warranty does not cover problems with a warranted product caused by normal wear and tear. It also does not cover problems with a warranted product resulting from external causes such as accident, abuse, misuse, mishandling, collision, alteration, negligence, fire, theft, vandalism, riot, explosion, natural disaster, or other acts of God. Moreover, it does not cover any problems resulting from a usage of a warranted product that is not in accordance with product instructions or resulting from a failure to follow product instructions or a failure to perform preventative maintenance to or parts replacement for your vehicle as suggested by the manufacturer in its maintenance schedule. Finally, it does not cover warranted products for which we have not yet received full payment. This limited warranty does not apply to the quality of the installation of a warranted product on your boat or vehicle. It also does not apply to any problems with a warranted product caused by or relating to the actions or omissions of any contractor who performs work on your vehicle, including, for example, an installer of a warranted product. For example, this limited warranty would not cover problems with a warranted product resulting from such an installer's installation methods. Contractors are neither our employees nor our agents and they do not have the authority to alter or extend this limited warranty. This agreement is a product warranty and not insurance.

NO OTHER WARRANTY OF ANY KIND IS MADE UNLESS EXPRESSLY PROVIDED HEREIN. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY, AND INCAPABLE OF EXCLUSION UNDER, APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT PERMITTED BY LAW, TO THE APPLICABLE PERIOD OF THIS LIMITED WARRANTY OR THE SPECIFIED DURATION OF SUCH IMPLIED WARRANTIES UNDER APPLICABLE LAW, WHICHEVER IS SHORTER. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How Long Does This Limited Warranty Last?

This limited warranty is good for up to seven (7) years from your date of purchase. This limited warranty begins on the date of your proof of purchase, including, for example, your packing slip, invoice, or other receipt. The warranty period is not extended if we repair or replace a warranted product. We may change the availability of our limited warranties at our discretion, but any such change shall be posted on our website at www.smartplugsystems.com.

What Do I Do if I Need Warranty Service?

To initiate warranty service, please send (1) a copy of this limited warranty, (2) the defective product, (3) a copy of your proof of purchase for the defective product, and (4) a description of the product defect, to us at the following address:

SmartPlug Systems
2288 W. Commodore Way Suite 300
Seattle, WA 98199

You must return the defective product to us in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment.

Upon our inspection of the defective product and our determination that your claim falls within the scope of this limited warranty, we will send you a replacement product free of charge (but not including any installation costs). We will make such determination and, if in the affirmative, send you a replacement product, within sixty (60) days following our date of receipt of the materials listed above.

If we are not able to replace your warranted product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for your purchase cost (as indicated on your proof of purchase), at our sole option.

We will pay to ship the replacement product to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to you freight collect.

If we determine that the problem is not covered under this limited warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

Replacement products are covered for the remaining period of the limited warranty covering the warranted product that you bought. We own all warranted products returned to us that are exchanged for a replacement product.

May I Transfer This Limited Warranty?

You may not transfer this limited warranty. This warranty coverage terminates if you sell or otherwise transfer a warranted product to another party.

What Should I Do If I Have a Question, Complaint, or Dispute?

If you have a question regarding the terms of this limited warranty or a complaint regarding its application, please do not hesitate to contact us by mail as per our contact information listed above.

***Privacy Policy:** Any information given will not be shared or reviewed with any third party, as we take your information very seriously and will protect it at all times.*