

## LIMITED WARRANTY

Symphatics, LLC warrants that the Latch'nVent Product (the "Product") shall be free from defects in materials and workmanship under normal use by the original purchaser for period of twelve (12) months from the purchaser's original date of purchase from Symphatics, LLC or an authorized reseller or dealer.

The Product is NOT designed to protect children from aggressive pets or to prevent aggressive pets from passing through doorways.

Symphatics, LLC's warranty does not apply to used Products.

Symphatics, LLC's warranty does not apply to Products requiring replacement because of normal wear and tear.

Symphatics, LLC's warranty shall be void as to any part of the Product that has been subject to abuse, misuse, improper installation or operation, accident, negligence, use other than as designed or intended, or modification not specifically authorized by Symphatics, LLC. The Product must be CORRECTLY INSTALLED with ALL 3 SCREWS for the Product to perform properly and to prevent the base from breaking.

Symphatics, LLC makes no warranty or representation that the Product will conform to any federal, state or local laws, regulations, codes or standards.

Should a problem occur that is covered by this warranty, the purchaser must return the defective Product to the original place of purchase during the twelve-month warranty period. All transportation and shipping charges to return the defective Product to the original place of purchase must be paid by the purchaser. Symphatics, LLC's sole obligation to remedy a defective Product is limited to Symphatics, LLC's option to either repair or replace the defective Product or refund or credit the purchase price as to the defective Product. No allowance shall be made for repairs or alterations made by the purchaser without Symphatics, LLC's prior written consent. Subject to the retailers' return policy, shipping charges for any replacement part or Product will be paid by the retailer or the purchaser. In the event of any repair or replacement by Symphatics, LLC, Symphatics, LLC will pay the shipping charges to the purchaser for any replacement part or Product provided by Symphatics, LLC.

**EXCEPT WHERE PROHIBITED BY LAW, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED. THESE WARRANTIES CONSTITUTE SYMPHATICS, LLC'S (INCLUDING ITS RESELLERS' AND DISTRIBUTORS') SOLE AND EXCLUSIVE WARRANTY FOR ANY DEFECTIVE PRODUCT AND CONSTITUTE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR THE DEFECTIVE PRODUCT.**

IN NO EVENT WILL SYMPHATICS, LLC, ITS RESELLERS OR DISTRIBUTORS BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE, WHETHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER SUCH CLAIM IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SYMPHATICS, LLC, ITS RESELLERS OR DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

SYMPHATICS, LLC'S TOTAL CUMULATIVE LIABILITY, INCLUDING LIABILITY FOR DEFAULT, INDEMNITY, REWORK, RE-PERFORMANCE, OR REPLACEMENT, UNDER ANY CAUSE OF ACTION, WHETHER IN TORT, CONTRACT OR OTHERWISE AT LAW, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER FOR THE DEFECTIVE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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