

# Warranty

WowWee's warranty obligations for the WowWee Product (this "Product") are limited to the terms set forth below.

WowWee Group Limited ("WowWee") warrants to the original end-user purchaser that this Product will be free from defects in materials and workmanship from the date of retail purchase (the "Warranty Period") under normal use for a period as outlined below:

This warranty is extended only to the original end-user purchaser of a new product that was not sold "as is". Product must be purchased from an authorized dealer.

If a defect arises:

(1) you may within 30 days from the date of retail purchase return this Product to the place of purchase, together with the original proof of purchase and either the original box or the UPC code label from the box, and this Product will be replaced or, in the event that a replacement for this Product is not available at the place of purchase, either a refund of the purchase price for this Product or an store credit of equivalent retail value will be provided; or

(2) you may after the day that is 30 days from the date of retail purchase and within the Warranty Period contact WowWee Customer Support to arrange for the replacement of this Product. In the event that a replacement for this Product is not available this Product will be replaced by WowWee with a product of equivalent or greater retail value.

Notwithstanding the foregoing terms of this warranty, WowWee reserves the right at all times, at its sole option and discretion, to refund to you the purchase price paid by you for this Product in full and final settlement of WowWee's obligations under this warranty.

A purchase receipt or other proof of the date of retail purchase and purchase price is required in order to claim the benefit of this warranty.

If this Product is replaced, the replacement product becomes your property and the replaced Product becomes WowWee's property. If the place of purchase refunds the purchase price of this Product or issues a store credit of equivalent retail value, this Product must be returned to the place of purchase and becomes WowWee's property. If WowWee refunds the purchase price of this Product, this Product must be returned to WowWee and becomes WowWee's property.

## EXCLUSIONS AND LIMITATIONS

This warranty covers the normal and intended use of this Product. This warranty does not apply: (a) to damage caused by accident, abuse, unreasonable use, improper handling and care or other external causes not arising out of defects in materials or workmanship; (b) to damage caused by service performed by anyone who is not an authorized representative of WowWee; (c) to any hardware, software or other add-on components installed by the end-user; (d) if this Product has

been disassembled or modified in any way; (e) to cosmetic damage, including but not limited to scratches, dents or broken plastic, or normal wear and tear.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MIGHT ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. WOWWEE'S RESPONSIBILITY FOR PRODUCT DEFECTS IS LIMITED TO THE REPLACEMENT OF THIS PRODUCT OR THE REFUND OF THE PURCHASE PRICE FOR THIS PRODUCT. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

If any term of this warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, WOWWEE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED RESULTING FROM BREACH OF WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THESE LIMITATIONS MIGHT NOT APPLY TO YOU.

Valid only in U.S.A.

Website: <http://wowwee.com/>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.