

# Warranty

Mindful, LLC makes the following limited warranty to the original residential user or consumer purchaser of the **Orbital Oscillating Fan**: If any part of the **Orbital Oscillating Fan** fails during the first (1) year from the date of purchase due to a defect in material or workmanship, we will provide a replacement part free of charge. If no replacement part can be provided, we will replace your **fan**.

IF THE ORIGINAL RESIDENTIAL USER OR CONSUMER PURCHASER CEASES TO OWN THE RECHARGEABLE MISTING FAN, THIS WARRANTY AND ANY IMPLIED WARRANTY WHICH THEN REMAINS IN EFFECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE VOIDED. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE DURATION OF ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY LIMITED TO THE PERIOD OF THE EXPRESS WARRANTY SET FORTH ABOVE.

This warranty is voided if your **Orbital Oscillating Fan** is not purchased and used in the USA or Canada. This warranty excludes and does not cover defects, malfunctions, or failures of the **fan** which were caused by repairs by persons not authorized by us, use of parts, or accessories not authorized by us, mishandling, possession, or unreasonable use, including failure to provide reasonable and necessary maintenance. This warranty does not cover **fans** used in commercial applications. There are no express or implied warranties as to commercial purchasers or users.

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## What's not included:

- Units that are sold “as is”, are used, or sold by unauthorized resellers (an unauthorized reseller is defined as any third-party reseller who has no official relationship with Mindful LLC). Mindful LLC will have the final determination regarding who an unauthorized reseller is determined to be.
- Shipping or freight charges to return products for warranty service.
- Commercial or non-residential use or use inconsistent with the product instructions and manuals.
- Consumable parts (e.g., light bulbs, batteries, filters, etc.)
- Defects or damage resulting from accident, misuse, abuse, alteration, fire, floods, or acts of God.
- Cosmetic damage (e.g., scratches, dents, chips, and other damage to finishes), unless such damage results from defects in materials and workmanship and is reported within 30 days from the date of delivery.
- Units with original, factory installed model numbers removed, altered, or not easily determined.
- Damage resulting from improper packing of products returned for warranty service.
- Replacement parts, repair labor costs and/or replacement of a “failed” fan operated outside the United States and Canada.