

## **Sonic Eraser Pro Limited Warranty Service**

### **1. Warranty Coverage**

a) LIMITED 3 YEAR WARRANTY. This limited warranty gives you specific legal rights and you may have other rights which vary from jurisdiction to jurisdiction. Any claim for breach of this limited warranty must be commenced within 3 years following the original purchase.

b) For a period of three years from the date of purchase, Michael Todd LP ("MICHAEL TODD") warrants the Product against Covered Defects. If there is a Covered Defect during the warranty period, MICHAEL TODD agrees to exchange the Product with a new or equivalent Product. This is the sole remedy available for breach of this limited warranty. Should you wish to return the Product for exchange, you must contact customer service at [Customerservice@michaeltoddbeauty.com](mailto:Customerservice@michaeltoddbeauty.com) or call 1-772-800-7654.

c) The limited warranty begins on the date of purchase and expires 3 years thereafter. In no event is the warranty period tolled or extended - including any period during which the Product (or any parts thereof) is in repair or if the Product is replaced by MICHAEL TODD during the warranty period.

e) This warranty is limited and applies only to a purchase of the Product from MICHAEL TODD or an authorized reseller, is valid for the original end user of the Product only and cannot be transferred under any circumstances.

f) Except as otherwise provided by law, to obtain service under this warranty, return the Product with a Covered Defect to us with your purchase receipt and, if you are returning the Product after one (1) year from the date of purchase, \$15 for postage and handling. For shipping instructions, contact our Customer Service department at [customerservice@michaeltoddbeauty.com](mailto:customerservice@michaeltoddbeauty.com) or call (772) 800-7654.

### **2. What is covered?**

"Covered Defects" means damage, defects or failure resulting from ordinary consumer use under normal home conditions according to the instruction manual included with the Product. Covered Defects do NOT include using the Product with a voltage converter; damage, defects or failure caused by misuse or improper care of the Product; impact or insertion of foreign objects into or on the Product; improper storage; improper or incorrectly performed maintenance or repair of the Product; application of harmful chemicals or abrasives to the Product; failure to follow manufacturer's instructions; normal wear and tear; alteration or overuse of the Product; as well as any professional or commercial use of the Product.

### **3. WARRANTY LIMITATIONS.**

THIS LIMITED WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES CREATED BY THE MANUFACTURE, SALE OR USE OF THE PRODUCT.

IN NO EVENT SHALL MICHAEL TODD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY, TORT OR ANY OTHER LEGAL THEORY.

THESE WARRANTY TERMS, CONDITIONS AND LIMITATIONS ALLOCATE THE RISKS OF PRODUCT FAILURE BETWEEN MICHAEL TODD AND YOU, THE END USER. THIS ALLOCATION IS RECOGNIZED BY BOTH PARTIES AND IS REFLECTED IN THE PRICE OF THE PRODUCT. BY USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, CONDITIONS AND LIMITATIONS, UNDERSTAND THEM AND ARE BOUND BY THEM.

SOME STATES DO NOT ALLOW LIMITS ON WARRANTIES, OR ON REMEDIES FOR BREACH IN CERTAIN TRANSACTIONS. IN SUCH STATES, THE LIMITS CONTAINED HEREIN AND THE DISCLAIMER OR EXCEPTIONS FROM WARRANTY MAY NOT APPLY. IF APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, THEN THE DURATION OF SUCH IMPLIED WARRANTIES, ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN.

#### **4. PRODUCT CHANGES.**

MICHAEL TODD reserves the right to make changes and improvements to its products without incurring any obligation to incorporate such improvements in products previously sold or to notify you of these changes or improvements.

#### **5. DISPUTES.**

This limited warranty is governed by the laws of the State of Florida, without regard to principles of conflicts of laws, and applicable United States federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. YOU AGREE TO SUBMIT ANY CLAIM, DISPUTE, OR CONTROVERSY (REGARDLESS OF THE FORM OR TYPE OF ACTION) AGAINST US TO ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM UNDER ITS CODE OF PROCEDURE THEN IN EFFECT (available at <http://www.arb-forum.com> or via telephone at 1-800-474-2371). Except to the extent otherwise required by law, you agree that the arbitration proceedings will take place exclusively where the principal office of MICHAEL TODD is located at the time of institution of the proceedings. You may be entitled to file suit under state laws without submitting your claim to arbitration first. Information on arbitration may be obtained from, and a claim may be filed with, the National Arbitration Forum at P.O. Box 50191, Minneapolis, MN 55405-0191 USA.