

5-Year Limited LIFEPO Battery Warranty

Warranty Pro¹, is the exclusive authorized repair center to provide warranty services for SWAGTRON (“**Product**”) brand products at 3431 William Richardson Drive, South Bend, Indiana 46628, USA, for all warranty purpose against defects in material and workmanship, for the warranty periods specified.

Your SWAGTRON (“**Product**”) that uses LIFEPO batteries (“**Battery**”) technology includes a Five (5)-Year Limited LIFEPO Battery Warranty (“**Warranty**”). The Warranty covers defects in materials and workmanship under normal use of the LIFEPO Battery installed in the Product. This Warranty is limited to residents of the United States (excluding Hawaii, Alaska and US Territories) and Canada only and is available solely to the original purchaser (“**Purchaser**”).

This Warranty is effective on the date Purchaser purchased the Product (“**Purchase Date**”) and continues for Five (5) years from the Purchase Date (“**Warranty Period**”). The Warranty Period is not extended if the Battery is repaired or replaced. We may change the availability of this limited warranty at our sole discretion.

Warranty services are provided by Warranty Pro. If a battery defect arises within the Warranty Period, the Purchaser shall contact Warranty Pro in a timely manner. Upon a complete review and verification by SWAGTRON, at its option and to the extent permitted by law, Warranty Pro will: (1) repair the battery defect by using new or refurbished LIFEPO battery that are equivalent to new in performance and reliability; or (2) exchange the Battery with a LIFEPO battery that is new or refurbished which is substantially equivalent to the original battery. This Warranty is for one replacement only of Battery and does not cover batteries out of production if the Battery is no longer made or stocked. This Warranty is not assignable or transferable. The Purchaser may call Warranty Pro’s toll-free number at 1-844-299-0625 for service request.

When a Battery is exchanged, any replacement battery becomes Purchaser's property, and the replaced battery becomes Warranty Pro’s property. This warranty only covers defectiveness materialized in the use of Battery during the Warranty Period and under the specific condition that Battery is installed in Product and used to power Product only. Warranty Pro does not warrant uninterrupted or error-free operation of this Battery outside the intended use in the Product.

Return shipping shall only be provided for Battery dead on arrival (“**DOA**”) within thirty (30) days of purchase of Product only.

This Warranty does not cover any damage of Battery due to: (a) transportation of Product and/or Battery; (b) storage of Product and/or Battery; (c) improper use of Product and/or Battery; (d) failure to follow the product instructions or to perform any preventive maintenance on Product and/or Battery; (e) modifications to Product and/or Battery; (f) unauthorized repair of Product and/or Battery; (g) normal wear and tear of Battery; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control that have adversely affected Battery’s performance.

¹ Warranty Pro provides warranty services for Hoverzon, LLC dba Swagtron.

Important: Do not detach or uninstall the Battery from Product. Disassembling the Product and/or uninstalling Battery from Product will void this Warranty. Only Warranty Pro or a party expressly authorized by Warranty Pro should perform service on this Battery.

DISCLAIMER OF WARRANTY: THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT THAT CONTAINED THE DEFECTIVE BATTERY, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.