

Limited Warranty

Effective date: February 14, 2018

The following limited warranty (“**Limited Warranty**”) is provided by Caavo Inc (“**Caavo**”) and is applicable to your Caavo device, including any Caavo-branded accessories provided to you with such device (collectively, the “**Product**”). The Limited Warranty is effective upon Caavo’s receipt of your payment in full for such Products. We make no warranties, whether statutory, express, or implied, regarding the Product except those expressly stated in this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty is subject to the Caavo [Terms of Use](#).

Please note: All claims made under the Caavo One-Year Limited Warranty will be governed by the terms set out in this warranty document.

PLEASE NOTE THAT THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS.

Your Product is warranted against defects in materials and workmanship for a period of ONE (1) YEAR from the original date of purchase (“**Warranty Period**”) when used in accordance with the installation guide (caavo.com/support) and safety guide (caavo.com/safety), as may be updated from time to time. If a defect arises during the Warranty Period, Caavo, at its option, will (1) repair the Product at no charge using new parts or parts that are equivalent to new in performance and reliability, (2) exchange the Product for a product with substantially equivalent functionality formed from new and/or previously-used parts that are substantially equivalent to new in performance and reliability or a product that is substantially functionally equivalent to the product it replaces, or (3) refund the original purchase price. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (i) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (ii) the remaining time left in the original Warranty Period.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover “**Ineligible Products**,” which are Products marked as “sample” or “Not for Sale”, or sold “AS IS”; or any Products that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the installation and safety guides for such Product or other instructions provided by Caavo from time to time; (c) abuse or misuse of the Product; (d) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane; or (e) damage caused by a collision or if the Product is dropped, hit, bent or crushed, exposed to extreme heat or cold, or submerged in water. This Limited Warranty does not cover (i) consumable parts, including batteries, unless damage is due to a failure of the Product to conform to its specifications, or software (even if such consumable parts or

software are packaged or sold with the Product); or (ii) normal wear and tear, including cosmetic damage such as scratches, dents or chips. Unauthorized use of the Product or its software can impair the Product's performance and may invalidate this Limited Warranty.

Caavo does not warrant, represent or undertake that it will be able to repair or replace any Product under this warranty without risk to and / or loss of information and / or data stored on the Product. In no event shall Caavo be liable for (1) loss or damage which, as of the Product's purchase date, cannot be regarded as being caused by Caavo's breach of these warranty terms; (2) losses caused by the user's fault, (3) loss of data, or (4) loss of profits or benefits.

IMPORTANT RESTRICTION FOR SERVICE.

In order to make a claim under this Limited Warranty, the owner of the Product must contact Caavo customer support at support@caavo.com, notify Caavo of the owner's intention to bring such claim during the Warranty Period, provide a description of the alleged failure, and obtain a Return Merchandise Authorization ("RMA"). If Caavo elects to ship a replacement Product, such replacement Product(s) will ship 120 hours within issuance of your RMA, and the shipment of your returned Product(s) is not required until 7 days after the shipment date of your replacement Product(s). You will not be charged for the replacement Product(s) as long as (i) you return the original Product(s) to us within 7 days after the shipment date of your replacement order and (ii) the problem you reported with the Product(s) proves to be covered by the terms of this Limited Warranty.

If Caavo does not receive the original Product(s) within 30 days after the shipment date of your replacement order, or if Caavo determines that the problem with your Product(s) is not covered by the limited warranty, Caavo will charge the costs of shipping the replacement Product(s), the costs of any prepaid shipping labels previously provided to you, and the then-current standard price for the applicable replacement Product(s) to the original credit card or other form of payment used at the time you placed your original order.

All Product(s) must be returned in either their original packaging or packaging providing an equal degree of protection, together with proof of purchase, to the address specified by Caavo. To ensure successful delivery, you are required to ship returned Product(s) using the prepaid return shipping label emailed to you by Caavo. It is your responsibility to retain a copy of the shipping label with the applicable tracking number signed by an agent of the carrier as proof that the possession of the returned product shipment was transferred to the carrier.

If your claim is determined by Caavo to be covered by on this Limited Warranty, Caavo shall bear the shipping costs associated with return of the original Product and shipment of the replacement or repaired Product to you. Any Product that is returned to Caavo without a valid warranty claim or without an RMA may be rejected, returned to you at your cost (subject to prepayment) or disposed of in Caavo's sole discretion.

NOTICE AND CONTACT

Any notices given by you under this Limited Warranty shall be given in writing or by email and shall be delivered to the following address:

Caavo Inc - Warranty Claims
1525 McCarthy Blvd., #1182
Milpitas, CA 95035
U.S.A.

If you would like to contact Caavo customer support, please contact us via email at support@caavo.com.

YOUR RIGHTS AND THIS LIMITED WARRANTY

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.