

Warranty

Limited Warranty

Last Updated: 3.3.23, 2023

Subject to the conditions and restrictions described in this Limited Warranty, we warrant, to the original purchaser of the Flasher 2.0 device, that the Flasher 2.0 device shall be free of defects in both materials and workmanship under normal use for one (1) year from the date of retail purchase by the original purchaser (the “**Warranty Period**”). This limited warranty (“**Limited Warranty**”) is subject to certain exclusions and limitations, as set forth herein.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Who is Covered?

This Limited Warranty extends only to the customer who originally purchased the Flasher 2.0 device directly from Nood and is located in the United States. It does not extend to any subsequent owner.

What is NOT Covered under this Limited Warranty?

This Limited Warranty does not cover any damage due to:

- Normal wear and tear, corrosion, rust or stains, scratches, or dents
- Modifications, unauthorized repair, improper storage, transportation, accident, abuse, misuse, neglect, theft, vandalism, pets, rodents, spillage of food or liquids, fire, flood, extreme temperatures, natural disasters or acts of God of any kind, or other external causes beyond Nood's reasonable control
- Improper or negligent use, handling, assembly, or care of the Flasher 2.0 device
- Failure to follow the Safety Instructions available at <https://www.trynood.com/pages/skin-safety-test>
- Cosmetic damage

What are my Remedies under this Limited Warranty?

If a defect in the Flasher 2.0 device arises and we receive a valid claim within the applicable Warranty Period, we will either (a) repair the defective Flasher 2.0 device at no charge, using new or refurbished replacement parts, or (b) exchange the defective Flasher 2.0 device with a new or refurbished Flasher 2.0 device. If we, determine it is not reasonable to repair or replace the defective Flasher 2.0 device, we may choose to refund to you the purchase price paid for the defective Flasher 2.0 device, rather than repair or exchange it. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies.

You may be responsible for payment of shipping and handling charges for the delivery of a repaired or replacement product, except where prohibited by applicable law.

Any replacement product will be warranted for the longer of the remainder of the original Warranty Period and any additional period of time that may be applicable in the your jurisdiction.

How do I obtain Warranty Service?

To obtain a repair, replacement or refund for a defective Flasher 2.0 device under this Limited Warranty ("**Warranty Service**"), you must email our Customer Service Department at hello@trynood.com, during the applicable Warranty Period. You will need to (a) provide photos and a description of the defect, (a) provide proof of purchase details, and (c) return the applicable device us and include all items that were in the original package.

Claims must be made within the Warranty Period.

Disclaimers; Implied Warranties.

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NOOD DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, NOOD LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND, AT NOOD'S OPTION, THE REFUND AND REPLACEMENT REMEDIES DESCRIBED ABOVE.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, NOOD SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF NOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY NOR, UNDER ANY CIRCUMSTANCES, SHALL NOOD'S LIABILITY UNDER THIS LIMITED WARRANTY EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Governing Law; Severability.

This Limited Warranty will be governed by the laws of the State of Texas, USA, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms will not be affected or impaired.

What if I have any Questions or Concerns?

You can contact us with any questions or concerns at: hello@trynood.com or at Nood Ventures LLC, 823 Congress Ave, Suite 300, Austin, TX 78701, United States,

What can I do in the event of a Dispute with Nood in connection with this Limited Warranty?

Any disputes between you and Nood related to this Limited Warranty or the Nood products will be governed by the then-current dispute resolution procedures in the Nood Terms of Use Agreement <https://trynood.com/pages/terms-of-service>.