## **Neato Robotics, Inc. Limited Manufacturer's Warranty**

Subject to the terms and conditions hereof, Neato Robotics, Inc. warrants to the original purchaser ("you" or "your") that your Neato Robotics hardware product ("Product"), excluding batteries, shall be free from defects in material and workmanship for 1 year from the original date of purchase. In the case of batteries, a Warranty Period of six (6) months shall apply and 'Warranty Period' shall be read accordingly throughout this document. In the case that the Product purchased is a Neato- Certified Refurbished product, a Warranty Period of three (3) months shall apply and 'Warranty Period' shall be read accordingly throughout this document. You may also find the full details of this limited warranty by selecting your Product in the Online Support section of our website at www.neatorobotics.com. Except where prohibited by applicable law, this warranty is nontransferable and is limited to the original purchaser. If you are dealing as a consumer this limited warranty does not affect your statutory rights.

### Remedies

To the maximum extent permitted by applicable law, Neato Robotics' entire liability and your exclusive remedy for any breach of warranty during the applicable warranty period shall be, at Neato Robotics' option, (1) to repair or replace the Product, or (2) if Neato Robotics cannot reasonably repair or replace the Product to refund the price paid, provided that the Product is returned to the point of purchase or such other place as Neato Robotics may direct with a copy of the sales receipt or dated itemized receipt. Shipping and handling charges may apply except where prohibited by applicable law.

Neato Robotics may, at its option, use new or refurbished or used parts in good working condition to repair or replace any Product. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days from the date of shipment of the replacement Product, whichever is longer or for any additional period of time that may be applicable in your jurisdiction.

# **How to Obtain Warranty Support**

Before submitting a warranty claim, visit the support section of www.neatorobotics.com for technical assistance. If you cannot resolve the issue with your robot, all warranty claims and any other Product related questions should be addressed directly to Neato Robotics or an authorized Neato partner. The addresses and customer service contact information for Neato Robotics and authorized Neato partners can be found on the web at www.neatorobotics.com/support, select your country and click on Warranty & Repair.

#### **Exclusions**

This limited warranty does not cover consumable parts such as batteries, filters, or brushes that are subject to normal wear; or problems or damage resulting from (1) accident, abuse, misapplication, or any unauthorized repair, modification or disassembly or opening of the chassis of the Product; (2) improper operation or maintenance, use not in accordance with Product instructions or connection to improper voltage supply; (3) negligent use or care, neglect or careless operation or misuse of the Product; (4) use of consumables, parts and accessories, including batteries, with the Product, other than those consumables, parts and accessories produced or recommended by Neato Robotics except where such restriction is prohibited by applicable law; (5) any failure by Buyer or a third party to comply with environmental and storage requirements for the Product specified by Seller; and (6) use in a commercial environment as the Product is designed for residential use only.

In addition, to the maximum extent permitted by applicable law, this limited warranty does not cover Products (1) used outside the country of purchase; (2) not purchased from an authorized dealer of Neato Robotics; (3) repaired or altered by parties other than Neato Robotics, Inc. or its authorized agents; (4) whose serial numbers have been altered or removed; or (5) damaged from external sources such as transit, weather, electrical outages or power surges.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SELLER OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

#### **Disclaimer**

This limited warranty is your sole and exclusive remedy against Neato Robotics and Neato Robotics' sole and exclusive liability with respect to defects in your Product. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEATO ROBOTICS, INC. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS OR OTHER FINANCIAL LOSS (WHETHER OR NOT FORSEEABLE), CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, REGARDLESS

OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF NEATO ROBOTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEATO ROBOTICS' ENTIRE LIABILITY SHALL BE LIMITED, AT NEATO ROBOTIC'S OPTION, TO REPLACEMENT OR REPAIR OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE PAID IN ACCORDANCE WITH THE TERMS HEREIN.

To the maximum extent permissible by applicable law, Neato shall not be liable for any claims for property damage caused by use of the Product.

Notwithstanding the foregoing, this limited warranty will neither exclude nor limit (i) any of your legal statutory rights under the applicable national laws or (ii) any of your rights against the seller of the Product. Additionally, nothing in this limited warranty limits or excludes Neato Robotics from liability which cannot be limited or excluded by applicable law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions set out above may not apply to you.

#### **No Other Warranties**

No Neato Robotics dealer, agent, or employee is authorized to make any modification, extension, or addition to this limited warranty.

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