

One-Year Limited Warranty

Vet Innovations, Inc. (“Innovations”) warrants that each Innovations-branded device (the “Product”) is warranted to be free of defects in materials or workmanship, under normal use, for a period of one (1) year from the date of purchase. This limited warranty does not cover normal wear and tear, damage resulting from improper care or use, batteries, damage caused by failure to follow recommended maintenance instructions, damage caused during shipping or handling, accidents, damage caused by fire or water, any Product that has been tampered with or modified, abused, misused, worn out, used for a purpose other than that for which it was intended, or in a manner inconsistent with any instructions regarding use of such Product. This limited warranty is expressly limited to end-users that purchase a new Product directly from Innovations or its authorized distributors or retailers and may not be assigned or transferred.

Innovations’ obligations under this limited warranty shall be exclusively limited to repairing or replacing any Product which Innovations finds to be defective after a good faith investigation into a warranty claim made in accordance with this limited warranty. If the Product should become defective during the 1-year warranty period, Innovations will, at its option, repair or replace it with a substantially similar product or part. Innovations’ liability is limited only to the replacement or repair of the defective Product, which shall be the customer’s exclusive remedy and Innovations’ sole liability for a warranty claim under this limited warranty. This exclusive remedy shall not have failed of its essential purpose as long as Innovations remains willing or able to repair or replace the defective Product or part within a commercially reasonable time after being notified of a customer’s warranty claim. INNOVATIONS SHALL NOT, IN ANY EVENT, BE LIABLE TO YOU FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, INJURY TO ANY PET, MEDICAL EXPENSES, LOST INCOME, LOST PROFITS, OR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, OR LOSS OF ANTICIPATED BENEFITS WHETHER IN CONTRACT OR TORT FOR BREACH OF WARRANTY, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY OR FOR ANY OTHER REASON, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM THE BREACH OF THIS LIMITED WARRANTY EVEN IF INNOVATIONS KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. In the event that Innovations is required to make a payment to you under this limited warranty notwithstanding Innovations’ limited obligation to only repair or replace your Product, Innovations’ liability shall be limited to the purchase price of your Product, less shipping and handling charges. Innovations is not responsible for the cost of shipping a replacement or defective product to or from Innovations’ distribution center or such other location where Innovations directs you to ship products in connection with a warranty claim or any interruptions occasioned by an inability to use the Product for any reason whatsoever. Any oral or written description of the Product or its parts or functionality is for the sole purpose of identifying the Product and shall not be construed as an express warranty.

In order to make a warranty claim under this limited warranty, contact customer service at 800-VET-PPRx (800-838-7779) to obtain a return authorization number. Once you have obtained a return authorization number, send your defective Product together with your

return authorization number, a description of the defect or reason for return, date and place of purchase, your original purchase receipt and return shipping instructions to Innovations' distribution center located at Vet Innovations, 28 Nooseneck Hill Rd, Unit #5, West Greenwich, RI. 02817. Your Product must be shipped to Innovations in its original packaging or packaging providing an equal degree of protection. Within a commercially reasonable time of receiving your Product, Innovations will inspect your Product and determine whether your Product is eligible to be repaired or replaced under this limited warranty. If such Product is eligible for repair or replacement under this limited warranty, Innovations will proceed to repair or replace your Product within a commercially reasonable time and ship such repaired or replaced product(s) to you, in accordance with your shipping instructions. Any products that Innovations determines are not eligible to be repaired or replaced under this limited warranty shall be promptly returned to you or disposed of, at your option.

This limited warranty is in place of all other express warranties, and excludes refund of the purchase price. Any implied warranties, including merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty. No other person or company is authorized to change this limited warranty, and your dealer or retailer is solely responsible for any other warranties.

Some state laws in the United States of America and comparable consumer protection laws applicable to the sale of the products to consumers in jurisdictions other than in the United States of America do not permit some of the limitations and exclusions set forth in this limited warranty. Accordingly, the following statements may apply to you: (a) some jurisdictions do not allow the prohibition of assignment or transfer of this limited warranty, so the herein contained limitations on assignment and transfer of this limited warranty may not apply; (b) some jurisdictions do not allow limitations on implied warranties or on how long an implied warranty lasts, so the herein contained limitations with respect to implied warranties may not apply, **HOWEVER, IF ANY IMPLIED WARRANTY IS REQUIRED UNDER SUCH LAW, IT IS LIMITED TO THE ONE (1) YEAR DURATION OF THE LIMITED WARRANTY PROVIDED HEREIN;** (c) some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the herein contained limitation or exclusion may not apply; and (d) this warranty gives you specific legal rights and some rights may vary from jurisdiction to jurisdiction. You should consult applicable state laws to determine your rights.