

XUPERMASK LIMITED WARRANTY

Important notice: By using your XUPERMASK (the Product”), you are agreeing to be bound by the terms of this XUPERMASK Limited Warranty (“Warranty” or “Limited Warranty”). If you do not agree to the terms of the Warranty, do not use the Product and return it within the return period stated in the XUPERMASK Return Policy.

Who is covered by the warranty?

Only an end-user who purchases the product either directly from XUPERMASK OPCO LLC (hereinafter “XUPERMASK”) or from an authorized dealer of XUPERMASK in the region or country in which the end-user is located (“end-user”) is eligible for the Limited Warranty.

LIMITED WARRANTY

Subject to the terms and conditions, XUPERMASK warrants for a period of one (1) year from the date of original retail purchase by the end-user or from the receipt date for online orders and pre-orders (“Warranty Period”) that the product will function without material defects in design, materials, and workmanship under normal and customary consumer usage and conditions and under any XUPERMASK written guidelines, requirements, or instructions, including, for example, environmental and storage requirements. Any nonconformity will be reported to XUPERMASK in a form and with supporting information reasonably requested by XUPERMASK to enable it to verify, diagnose, and correct the nonconformity.

WARRANTY CONDITIONS AND EXCLUSIONS

The Product must be used in accordance with any instructions provided with the Product. This Warranty does not apply should the defect in or failure of the Product be attributable to misuse, abuse, accident, or failure to comply with instructions on the part of the user.

The Warranty is valid only if:

(i) the original receipt issued to the original end-user by a XUPERMASK authorized dealer, specifying the date of purchase and serial number, is presented with the product to be repaired or replaced;

(ii) none of the seals or serial numbers on the face of the product have been tampered with, removed, or defaced; and

(iii) the product has not been altered, modified, damaged, abused, or neglected in any manner by the end-user or user or anyone else.

The Warranty shall not apply to:

(a) consumable parts, such as HEPA filters or batteries that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;

(b) cosmetic damage, including but not limited to, scratches, dents, and broken plastic on ports, as well as normal wear and tear or otherwise due to the normal aging of the device; and

(c) use of the product in combination with any third-party devices or products that have not been provided or recommended by XUPERMASK.

What will XUPERMASK do?

If, after due examination, XUPERMASK concludes in its sole discretion that the product has failed to satisfy the Warranty during the Warranty Period, XUPERMASK or its authorized service provider will, at XUPERMASK's discretion, either repair or replace the product in accordance with the conditions stipulated herein.

This section states end-user's sole and exclusive remedy, and XUPERMASK's sole and exclusive liability, for any breach of the Warranty by XUPERMASK with respect to the Product.

If XUPERMASK or its authorized service provider repairs or replaces the product (such repaired or replaced product, the "Replacement"), the Replacement shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair or replacement, whichever is longer. Repair or replacement may involve the use of functionally equivalent used, previously installed, or reconditioned units or parts. The parts or components that were replaced will become the property of XUPERMASK. All warranty returns must be sent to the company's designated address with prior written approval by XUPERMASK, and the following information must be provided:

1. Original purchase receipt, package, and accessories
2. Model number, color, and size
3. Serial number
4. Your contact information (name and phone number)

The Product must be returned with freight prepaid. If XUPERMASK determines that a Product returned by an end-user does not comply with this Warranty, then the end-user will also bear XUPERMASK's cost of shipping the Product back to the end-user.

The Warranty is in addition to other statutory rights and remedies the end-user may have under applicable laws where the product is sold. To obtain any applicable statutory rights or related warranty information or service in such cases, please first contact the dealer from which you purchased the Product, or the distributor that supplied the Product.

DISCLAIMERS: The Warranty set forth herein is exclusive and in lieu of all other warranties or conditions relating to the Product, and XUPERMASK expressly disclaims all other warranties and conditions, whether express, implied, or statutory, including any implied warranties of merchantability, non-infringement, fitness for a particular purpose, and any warranties arising out of course of dealing or usage of trade and against hidden defects, to the fullest extent permitted by law. XUPERMASK does not warrant that the Product will meet end-user's requirements or that use of the Product will be uninterrupted or error free. No advice or information, whether oral or written, obtained from XUPERMASK or elsewhere will create any warranty not expressly stated in this warranty.

XUPERMASK must be worn correctly and according to the user guide. XUPERMASK may not perform as desired if the XUPERMASK is stored outside of a room temperature environment with reasonable levels of humidity and protected from extremes of excessive or prolonged heat or cold.

XUPERMASK may not perform as desired if the HEPA filters are found to be inserted incorrectly. XUPERMASK may not perform as desired if the HEPA filters are exposed to liquid, excessive heat or cold, or other extreme environmental conditions.

Please review the user guide, product labeling, and hang tags carefully. Any warranty is void if the XUPERMASK or any of its component parts are found, in our sole discretion, to be misused by excessive stretching, pulling, tightening or force, opening, tampering, or altering with the fans, motors, wiring, hardware, or any other components of the XUPERMASK; altering, defacing, or removing any of the external branding or engraving including the serial number and other markings on XUPERMASK, or removal of any external components of the XUPERMASK that is not outlined in the user guide.

Please review the user guide, product labeling, packaging, and package inserts, and hang tags carefully. Any warranty is void if the XUPERMASK is subjected to excessive moisture including, but not limited to, excessive sweating or applying sprays or liquids inside the XUPERMASK in a manner that interferes with the functionality of the PCB board or other electronic components.

Please review the user guide, product labeling, packaging, and package inserts, and hang tags carefully. Any warranty will be void and XUPERMASK may not perform as desired if the mask is exposed to direct sunlight, rain, fog, heat, cold, or other excessive environmental condition for an extended period.

Please review the user guide, product labeling, packaging, and package inserts, and hang tags carefully. Any warranty is void in the event that the product becomes damage or does not work as desired due to the failure to follow the instructions.

XUPERMASK is for adult use only and not intended for anyone under 16. XUPERMASK contains small parts and is not a toy.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

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