

Limited Warranty

Rabbit Air Five (5) Year Limited Warranty
(For Rabbit Air Branded Products Only)

IMPORTANT: BY USING the BioGS 2.0, MinusA2 or MinusA3 air purifiers (each, a "Rabbit Air Product") YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE RABBIT AIR FIVE (5) YEAR LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW. AS NOTED IN THE "YOUR RESPONSIBILITIES" SECTION BELOW, RABBIT AIR RESERVES THE RIGHT NOT TO HONOR THIS WARRANTY IF IT HAS NOT BEEN REGISTERED WITHIN NINETY (90) DAYS OF YOUR PURCHASE OF THE RABBIT AIR PRODUCT. THIS WARRANTY APPLIES REGARDLESS OF WHETHER YOU PURCHASE A RABBIT AIR PRODUCT FROM A RABBIT AIR AUTHORIZED RESELLER OR DIRECTLY FROM RABBIT AIR. DO NOT USE YOUR RABBIT AIR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY.

IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE RABBIT AIR PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED IN RABBIT AIR'S RETURN POLICY (FOUND AT <https://www.rabbitair.com/pages/why-rabbit-air#money-back>) TO RABBIT AIR OR TO THE AUTHORIZED RESELLER WHERE YOU PURCHASED IT FOR A REFUND. This limited warranty does not cover replacement filters, FILTER FRAMES, FILTER CASES, OR WALL MOUNT BRACKETS.

HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, RABBIT AIR DOES NOT EXCLUDE, LIMIT, OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE, OR STATE. WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW TO THE EXTENT PERMITTED BY LAW, THIS 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. LIKEWISE, TO THE EXTENT PERMITTED BY LAW, RABBIT AIR 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. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, RABBIT AIR LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT RABBIT AIR'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (OR COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

WHAT IS COVERED BY THIS WARRANTY?

Kinetic Solutions, Inc., d/b/a "Rabbit Air", located at 125 N Raymond Ave, Suite 308, Pasadena, CA 91103 ("Rabbit Air"), warrants Rabbit Air Products contained in the original packaging against defects in materials and workmanship when used normally in accordance with Rabbit Air's published guidelines for a period of FIVE (5) YEARS from the date of original retail purchase by the end-user purchaser ("Warranty Period"). Rabbit Air's published guidelines include, but are not limited to, the information contained in technical specifications, user manuals, and service.

WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-Rabbit Air branded hardware products, even if packaged or sold with Rabbit Air hardware. Manufacturers, suppliers, or publishers, other than Rabbit Air, may provide their own warranties to you. Please contact them for further information. Rabbit Air does not warrant that the operation of the Rabbit Air Product will be uninterrupted or error-free. Rabbit Air is not responsible for damage arising from failure to follow instructions relating to the Rabbit Air Product's use.

Additionally, this Warranty does not apply: (a) to replacement filters, filter frames, filter cases, or wall mount brackets; (b) to consumable parts, such as batteries or protective coatings, that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (c) to cosmetic damage, including, but not limited to, scratches, dents, and broken plastic, unless such damage has occurred due to a defect in materials or workmanship; (d) to damage caused by use with a third party component or product, including without limitation any replacement air filters not manufactured by Rabbit Air; (e) to damage caused by breakdowns, fluctuations, or interruptions in electric power or by connection to improper power supply; (f) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake, or other external force; (g) to damage caused by operating the Rabbit Air Product outside Rabbit Air's published guidelines; (h) to damage caused by service performed by anyone who is not a representative of Rabbit Air; (i) to a Rabbit Air Product that has been modified to alter functionality or capability without the written permission of Rabbit Air; (j) to defects caused by normal wear and tear or otherwise due to the normal aging of the Rabbit Air Product; (k) to Rabbit Air Products marked as "sample" or sold "as is"; (l) if any serial number has been removed or defaced from the Rabbit Air Product, or (m) if Rabbit Air receives information from relevant public authorities that a Rabbit Air Product has been stolen.

YOUR RESPONSIBILITIES

Rabbit Air tries to honor this warranty in all cases where it has information regarding your purchase; however, Rabbit Air reserves the right not to honor this warranty if it has not been registered within ninety (90) days of your purchase of the Rabbit Air Product. Accordingly, we encourage you to

complete the warranty registration form online at www.rabbitair.com/warranty. This warranty extends only to the original purchasers who acquire new products from Rabbit Air or its authorized resellers, or to anyone who receives a Rabbit Air Product as a gift, provided we are able to verify who made the purchase. Before receiving warranty service, Rabbit Air or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues, and follow Rabbit Air's procedures for obtaining warranty service.

WARRANTY SERVICE DURING THE FIRST 90 DAYS

To submit a claim under this warranty, please contact Rabbit Air at 1-888-866-8862 or by email at CustomerService@rabbitair.com. When contacting Rabbit Air via telephone, other charges may apply depending on your location. If you submit a valid claim to Rabbit Air in accordance with this warranty within ninety (90) days of your purchase of a Rabbit Air Product, Rabbit Air will replace the Rabbit Air Product with the same model (or with your consent a Rabbit Air Product that has similar functionality). For warranty claims within the first ninety (90) days, Rabbit Air offers free shipping both ways within the forty-eight (48) contiguous United States, and free shipping one way to Canada, Hawaii, Alaska, Puerto Rico, Guam, the Virgin Islands, and APO, FPO or DPO addresses (you pay for shipping to Rabbit Air, and we pay for shipping the replacement back to you).

WARRANTY SERVICE AFTER THE FIRST 90 DAYS

If you submit a valid claim to Rabbit Air in accordance with this warranty after ninety (90) days, but during the Warranty Period, Rabbit Air's obligation and liability under this limited warranty is limited to repairing (or, at the sole discretion of Rabbit Air, replacing) the Rabbit Air Product, if in need of repair or deemed defective. When a Rabbit Air Product or part is replaced, any replacement item becomes your property and the replaced or refunded item becomes Rabbit Air's property. To obtain service under this warranty, please contact Rabbit Air at the phone number or e-mail listed above. A Rabbit Air representative will help determine whether your Rabbit Air Product requires service or needs replacing and, if it does, will inform you how Rabbit Air will provide such service or replacement. In such cases, Rabbit Air may, at its sole discretion, offer free shipping both ways within the forty-eight (48) contiguous United States, or free shipping one way to Canada, Hawaii, and Alaska (you pay for shipping to Rabbit Air, and we pay for shipping the repaired or replaced product back to you). Please note that any repairs attempted or completed without Rabbit Air authorization will void this warranty. Rabbit Air reserves the right to change the method by which Rabbit Air may provide warranty service to you, and your Rabbit Air Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability, and response times may vary according to country. If you seek service in a country that is not the original country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all customs duties, V.A.T. and other associated taxes and charges.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RABBIT AIR IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ANY RABBIT AIR PRODUCT OR ANY BREACH OF WARRANTY OR CONDITION, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; OR LOSS OF REPUTATION.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GENERAL

No Rabbit Air reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This warranty is governed by and construed under the laws of the State of California, and you hereby consent to the exclusive jurisdiction of the state courts in Los Angeles County, California. Rabbit Air or its successor in title is the warrantor under this Warranty. Any future claims regarding your Rabbit Air Product is governed by this Warranty. However, Rabbit Air reserves the right, as a general matter, to change its warranty policies. If you make any future purchases of Rabbit Air Products, those products may be governed by different warranty policies.

ADDITIONAL INFORMATION

Visit www.rabbitair.com to learn more, or speak with a Rabbit Air Consultant at 1.888.866.8862, 24 hours a day.