

# Important Safety, Compliance & Warranty Information

## Safety Information

These Products are designed by CleverPet, Inc. for human-supervised use by pets. They are not chew toys and must not be used as such. CleverPet takes no legal liability or responsibility for the use or misuse of the Products. You are solely responsible to ensure correct usage of the Products, and understand that CleverPet cannot offer any individual guidance for which Products are suitable for your pets.

**FLUENTPET HEXILES AND SOUND BUTTONS ARE NOT DESIGNED FOR UNSUPERVISED USE BY DOGS (OR OTHER PETS). BY USING THESE PRODUCTS, YOU ARE AGREEING TO SUPERVISE YOUR DOG (OR OTHER PET) IN THEIR USE OF THE SOUND BUTTONS AND HEXILES.**

If chewed on, sound buttons can break apart and create sharp plastic parts or expose the batteries within them, both of which can lead to internal injury if ingested. If a button, or part of a button or battery is ingested, immediately contact an animal hospital or your veterinarian for medical attention.

**DO NOT USE THE PRODUCTS IF YOUR DOG (OR OTHER PET) IS LIKELY TO TRY TO CHEW ON THE PRODUCTS.**

**BATTERY WARNING:** Improperly replaced batteries may present a risk of leak or explosion and personal injury. Mistreated batteries may present a risk of fire or chemical burn. Do not disassemble or expose to conducting materials, moisture, liquid, or high heat. Do not attempt to charge the battery. Do not leave your battery unused for extended periods. Do not short circuit. Battery life varies with usage. Non-operational batteries should be discarded according to local laws. If no laws or regulations govern, dispose of your device in a waste bin for electronics. Keep batteries away from children.

**BUTTON BATTERIES—WARNING:** Coin-sized and button batteries may be easily swallowed, which may cause personal injury and death in children and senior citizens. Keep these batteries away from children! Do not allow children to play with or be in contact with these batteries at any time. Never place batteries in your mouth for any reason as they may be swallowed accidentally. Always check medication before ingesting as adults have mistaken button batteries for pills or tablets. If a button battery or parts of a sound button is ingested, seek medical attention immediately. If ingested contact the US National Battery Ingestion Hotline at +1 800-498-8666. It is available 24 hours a day. Information

on button battery ingestion can be found on the National Capital Poison Center website at: <https://www.poison.org/articles/button-batteries>. The sound buttons contain three (3) 1.5 Volt AG13/ LR44 alkaline manganese dioxide batteries.

**Safe Usage Guidelines for Products:** Do not open or modify the product except for battery removal and replacement. Do not disassemble or attempt to service this product. This product is safe under normal and reasonably foreseeable operating conditions. If Product is operating improperly, contact CleverPet support. Product must be returned to the manufacturer for any service or repair.

## Limited Warranty

### 1. WHAT IS COVERED

Subject to the conditions, terms, and limitations set forth below, CleverPet, Inc. (“CleverPet,” “we, or “us”) warrants to the original end-user purchaser (“you”) of the CleverPet-branded or FluentPet-branded products (“Products”) that during the Warranty Period set forth below the Products will be free in all material respects of defects in materials and workmanship (“Limited Warranty”).

### 2. WHAT WE WILL DO:

We will at our option, to the extent permitted by law, either (i) repair the Product using either new or refurbished parts, (ii) replace the Product with a new or refurbished Product that is equivalent to the Product to be replaced, or (iii) refund to you all or part of the purchase price you paid to us or our authorized reseller for the original Products. The repaired or replacement Products will be shipped to you at no charge within the continental United States; however, you will be responsible for the cost of the return shipping of the defective Products.

All Products, including replacement Products, are covered only for the original Warranty Period and any extension, if purchased. When the Limited Warranty on the original Products expire the Limited Warranty on the replacement Products also expire.

### 3. WHO IS COVERED:

Only the original end-user purchaser is covered; that is to say, the person or legal entity that first purchased the defective Products from us or our authorized reseller. The Limited Warranty is not transferable or assignable. You must provide proof of purchase to receive warranty service. A sales receipt is considered proof of purchase. Also, please keep the original box and packing material in case you need to return your Products.

### 4. WHAT IS THE DURATION OF COVERAGE:

The Limited Warranty extends for 2 years from the latest date we can determine that the product was in transit to you, whether sent from us or from our authorized reseller.

### 5. WHAT IS NOT COVERED BY THE LIMITED WARRANTY:

The following are not covered by the Limited Warranty:

- Products where the serial number, date tags, or manufacturer codes have been defaced or removed; Products marked as “sample” or sold “AS IS”; Products

damaged by normal wear and tear, accident, abuse, misuse, acts of war, or natural or personal disaster; Products that have not been handled, stored, installed, tested, maintained, or operated in accordance with the applicable documentation furnished by us; Products damaged by being opened, disassembled, repaired, or modified by anyone other than our authorized representative of CleverPet; Products modified, permanently altered, and/or otherwise made unfit for the “exchange pool”.

- Normal wear and tear or damage caused by biting, scratching, etc.
- Product components other than Products including, but not limited to, software, or firmware embedded in the Products.
- Non-CleverPet-branded or non-FluentPet-branded products or services, even if packaged and sold with Products.

#### **6. BEFORE REQUESTING WARRANTY SERVICE:**

Please check for a solution in the FAQ section of our site before contacting customer support.

#### **7. HOW TO OBTAIN WARRANTY SERVICE:**

If you believe you need service for your Products, please contact us. One of our representatives will go through a diagnostic checklist with you. If it is determined that the Products need to be exchanged, you will receive a return merchandise authorization (“RMA”) number and shipping details.

#### **8. WARRANTY DISCLAIMER:**

EXCEPT TO THE EXTENT SET FORTH IN THIS LIMITED WARRANTY AND AS PERMITTED BY LAW, WE PROVIDE THE PRODUCTS AND THE SOFTWARE, IF ANY, EMBEDDED ON, AND LICENSED WITH, THAT PRODUCTS (INDIVIDUALLY AND COLLECTIVELY, THE “GOODS”) ON AN “AS IS” BASIS, AND DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE GOODS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND ACCURACY. WE DO NOT WARRANT THAT OPERATION OF THE GOODS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE GOODS WILL IN EVERY CASE PROCESS ALL DATA CORRECTLY. NO REVISION IN LIMITED WARRANTIES WILL AFFECT GOODS ALREADY ORDERED BY YOU.

IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES FOR THE GOODS TO THE DURATION OF ITS EXPRESS LIMITED WARRANTY AND, AT OUR OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED THEREIN.

#### **9. LIMITATION OF LIABILITY:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL: (A) CLEVERPET, ITS PARTNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATES, PARENTS, SUCCESSORS, ASSIGNS AND RESELLERS (COLLECTIVELY, “CLEVERPET PARTIES”) BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR PERSONAL INJURY OR LOST DATA, PROFITS, EQUIPMENT OR PROPERTY, ARISING FROM OR RELATING TO THE GOODS,

EVEN IF WE OR THE CLEVERPET PARTIES KNEW OF, SHOULD HAVE KNOWN OF, OR WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE TOTAL CUMULATIVE LIABILITY OF THE CLEVERPET PARTIES ARISING FROM OR RELATED TO THE GOODS, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES, IF ANY, ACTUALLY PAID BY YOU TO US OR CLEVERPET’S AUTHORIZED RESELLER FOR THE GOODS AT ISSUE IN THE PRIOR TWELVE (12) MONTHS. THIS LIMITATION APPLIES NO MATTER HOW MANY GOODS YOU OWN, AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. TO THE MAXIMUM 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.

#### **10. HOW CONSUMER LAW RELATES TO THIS LIMITED WARRANTY:**

SOME COUNTRIES, STATES, AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND/OR EXCLUSIONS DESCRIBED ABOVE MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, COUNTRY TO COUNTRY, OR JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.



Batteries, electronic and electrical equipment should not be disposed of with household waste. Whenever possible, they should be segregated and brought to an appropriate collection point to enable recycling and avoid potential impacts on the environment and human health. For more information, contact your local authorities.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This product complies with relevant legal requirements for Restriction of Hazardous Substances (RoHS) and management of waste electronics and electrical equipment (WEEE).

For product or warranty related questions, please contact Customer Support: [fluent.pet/pages/contact-us](https://fluent.pet/pages/contact-us)

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