

LIMITED WARRANTY TO ORIGINAL PURCHASER

Clocky LLC ("Clocky") warrants this Clocky-branded hardware product against defects in materials and workmanship under normal use for a period of ninety (90) days from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option, Clocky will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product, provided that the product is returned to Nanda promptly during the Warranty Period. Nanda may request that you replace defective parts with new or refurbished user-installable parts that Nanda provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with the instructions provided by Nanda, assumes the remaining warranty of the original product. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Nanda's property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the product Clocky® manufactured by or for Nanda that can be identified by the "Nanda" name, trademark or logo affixed to the product.

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, tampering with or alteration to the product or any conditions whatsoever that are beyond the control of Nanda (b) to damage caused by operating the product outside the permitted or intended uses described by Nanda; or (c) if the product has been opened. Service or repair of this product by anyone other than Nanda voids the warranty.

THESE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE. NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON NANDA.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NANDA IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF THE USE OF MONEY; LOSS OF BUSINESS; OR LOSS OF OPPORTUNITY; NOR SHALL RECOVERY OF ANY KIND AGAINST NANDA BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY NANDA AND CAUSING THE ALLEGED DAMAGE.

WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT SOLD BY NANDA NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF NANDA. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

CONSUMER PROTECTION LAWS This warranty gives you specific legal rights, and you may also have other rights which vary under local laws. Any implied warranties required by law shall be limited in duration to the Warranty Period. These implied Warranties will continue in force only during the Warranty Period. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The above limitations will not apply in case of personal injury where and to the extent that applicable law requires such liability.

OBTAINING WARRANTY SERVICE Please access and review the online resources before requesting warranty service. If the product is still not functioning properly after making use of the resources, contact Clocky for warranty service by emailing team@clocky.com.

Nanda may send the product to a Nanda repair service location for service by (i) sending you prepaid way bills (and if you no longer have the original packaging, Nanda may send you packaging material) to enable you to ship the product to Nanda's repair service location for service, or (ii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Nanda and you agree to follow instructions, including, if required, arranging the return of original product or part to Nanda in a timely manner. When providing DIY Service requiring the return of the original product or part, Nanda may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Nanda will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Nanda will charge the credit card for the authorized amount. Service options are subject to change at any time.