

## LIMITED WARRANTY

Last Updated: 08/10/2017

By using the VLES Designs GO-Bag (the “Bag” or “Product”) you are agreeing to be bound by the terms of this Limited Warranty (the “Limited Warranty” or “Warranty”). If you do not agree to the terms of this Limited Warranty you may return the Product (in its original, unused condition) within thirty (30) days of the date of purchase (or the return period provided by your place of purchase, whichever is longer) for a refund in accordance with our returns policy as set forth below.

### Overview

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty will not apply to the extent prohibited by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction, and you may wish to contact a consumer advisory service.

Subject to the additional terms and conditions set forth below, Terra Group, LLC (d/b/a “VLES Designs”) (“VLES”) provides the following Limited Warranty only to the person or entity that originally purchased the Product from VLES or from one of its authorized resellers or distributors.

### Limited Warranty

VLES warrants to the original purchaser only that the Product will be free from defects in material and workmanship under normal use for a period of one (1) year from the date of original purchase, and, with respect to pre-orders, one (1) year from the date of shipment of the Product (the “Warranty Period”).

If a Product is returned to VLES during the Warranty Period as provided below, and VLES determines that the Product is defective, VLES will either repair or replace the Product with either a new or a refurbished Bag, or refund the original purchase price (less any discounts or promotional codes) in return for the Product, at its option. If the Warranty Period has expired or is otherwise not applicable per the Scope and Limitation on Warranty (below), we will return the Product you originally purchased to you.

### Return Policy

If you are the original purchaser of the Bag and you are not satisfied with the Product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a full refund. To obtain warranty service or support, please contact VLES designs at (802) 881-0353. You will receive instructions on how to return the Product for repair or replacement. To take advantage of this Limited Warranty you will be required to supply an original point of purchase receipt.

### **Return and Warranty Service Process**

Support contact information can be found by visiting <https://vlesdesigns.com/pages/contact/>. VLES may attempt to troubleshoot a warranty-related problem prior to issuing a Return Merchandise Authorization (“RMA”) number. VLES may ask you for additional information regarding the Product and your use of it upon request. When returning your Product, it must be shipped freight prepaid, together with proof of purchase and all accessories, either in its original packaging or packaging affording an equal degree of protection, to the VLES authorized distribution facility as identified by VLES. Failure to return any of the Bag’s accessories may result in a delay in the processing of your service claim, and result in a credit to VLES or an invoice to you for the missing accessories.

In performing warranty service, VLES may furnish replacement parts on an exchange basis. Replaced parts will become the property of VLES. Replacement parts provided by VLES shall be new or refurbished and of comparable quality to the original parts, and may be a different part that contains compatible features and functions. In all cases, VLES’ determination as to whether the Product is defective and covered by warranty will be final. Any replacement equipment will be warranted hereunder for the remaining period of one (1) year from the date of original purchase or, with respect to pre-orders, one (1) year from the date of shipment of the Product.

VLES reserves the right to change (i) the method by which VLES may provide warranty service to you, and (ii) your Product’s eligibility to receive a particular method of service.

### **Scope of and Limitation of Warranty**

This Warranty is limited to the repair or replacement of defective Products as described in the Limited Warranty section above. This Warranty does not cover customer training or customer education.

This Warranty shall not apply to: (i) any damaged Product that has been subjected to accident, misuse, neglect, alteration, acts of God, improper handling, improper transport, improper storage, improper use or application, improper testing or unauthorized repair, other forces beyond our reasonable control; (ii) any damage caused by any third party product, service, or system; (iii) any use of the Product for purposes other than for which the Product was designed or intended, abnormal physical or electrical stress, use in improper environmental conditions, or use of the Product in violation of written instructions provided by VLES (which may be provided at the time of purchase or on its website at <https://vlesdesigns.com/>); (iv) cosmetic problems or defects that result from normal wear and tear under ordinary use, and do not affect the performance or use of the Product.

This Warranty applies only to products that are manufactured by or for VLES, and that are identified by a VLES trademark, trade name, or product identification logo affixed to the product.

If you notice a problem with your Product, do not attempt to repair it yourself. Any attempts at self repair shall void this limited warranty. VLES shall not be held liable for damage to other property due to improper use of the Product.

Any sample or model is for demonstrative purposes only, and such sample or model does not create a warranty of any kind that the goods you purchased shall conform to the sample or model. Any warranties based on any such sample or models are specifically disclaimed.

### **Disclaimer of Warranties**

VLES DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY SHALL APPLY EXCEPT AS REQUIRED BY APPLICABLE LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, VLES LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT VLES' OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED ABOVE. VLES DOES NOT AUTHORIZE ANY PERSON OR BUSINESS ENTITY, INCLUDING ITS AUTHORIZED DEALERS, TO CREATE FOR IT ANY OBLIGATIONS, LIABILITIES, OR OTHER WARRANTIES IN CONNECTION WITH THIS PRODUCT.

THE SOLE AND EXCLUSIVE REMEDY FOR ALL CLAIMS THAT YOU MAY HAVE ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS PRODUCT, WHETHER MADE OR SUFFERED BY YOU OR ANOTHER PERSON, AND WHETHER BASED IN CONTRACT OR TORT, SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT. ALL WARRANTIES ARE VOID IF THERE IS DAMAGE TO THE GO-BAG THAT IS NOT A RESULT OF A DEFECT IN THE MATERIALS OR WORKMANSHIP. As a condition of use, you agree to strictly comply with all product warnings and instructions on the packaging, labels, and documentation of products, and any updates that VLES provides you.

### **Limitation of Damages**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VLES NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, OR TERMS OR CONDITIONS RELATED THERETO, UNDER ANY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY: (A) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS. THE FOREGOING SHALL APPLY EVEN IF VLES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VLES' AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT THAT CAUSED SUCH DAMAGE. IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS DO NOT USE THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.