

# iRobot Limited Warranty

**Note:** This Limited Warranty does not affect your statutory rights under the laws relating to the sale of consumer products.

## OVERVIEW

iRobot ('We', 'Our', 'Us') warrants that, subject to the exclusions and limitations set out below, this Product (including batteries and the Clean Base™ Automatic Dirt Disposal) shall be in good working order during the period of one (1) year from the date of purchase (the 'Warranty Period'). In the event that the Product fails to meet the warranty standard to our reasonable satisfaction, we will within a commercially reasonable time, free of charge, either repair or replace the Product as described below.

This Limited Warranty is only valid and enforceable in the country where you purchased the Product, provided that the said country is on the list of Specified Countries (<http://global.irobot.com/>) defined in the consumer terms of sale which applied when you purchased the Product.

## MAKING A CLAIM UNDER THE LIMITED WARRANTY

If you wish to make a warranty claim, please contact your local distributor, whose contact details can be found at <http://global.irobot.com/>. Upon contacting your distributor, please have the serial number of your Product ready and the original proof of purchase from an authorized reseller, showing the date of purchase and full details of the Product. Our colleagues will advise you of the process involved in making a claim.

Any claim under the Limited Warranty is subject to you notifying us (or our authorised service company/distributor) of the alleged defect within a reasonable time of it coming to your attention and, in any case, by no later than the expiry of the Warranty Period.

## REMEDY

If a claim is received within the Warranty Period and the Product is found to have failed under the warranty we shall, at our option:

- repair the Product,

- 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
- exchange the Product with a product that is new and upgraded model which has at least equivalent or upgraded function to the original product.

As far as applicable laws permit, the Warranty Period will not be extended or renewed or otherwise affected due to subsequent exchange, resale, repair or replacement of the Product. However, part(s) repaired or replaced during the Warranty Period will be warranted for the remainder of the original Warranty Period or for ninety (90) days from the date of repair or replacement, whichever is longer.

Replacement or repaired products, as applicable, will be returned to you as soon as commercially practicable. All parts of the Product or other equipment that we replace shall become our property. If the Product is found not to be covered by this Limited Warranty, we (and our authorised service companies) reserve the right to charge a handling fee. When repairing or replacing the Product, we may use products or parts that are new, equivalent to new or re-conditioned.

## **WHAT IS NOT COVERED?**

Unless agreed in writing, the Limited Warranty will not apply if the defect(s) relate to: (a) normal wear and tear (including, without limitation, wear and tear of batteries), (b) defects caused by rough or inappropriate handling or use or damage caused by accident, misuse, neglect, fire, water, lightning or other acts of nature, (c) the fact that the battery has been short-circuited, if the seals of the battery enclosure or the cells are broken or show evidence of tampering or if the battery has been used in equipment other than those for which it has been specified, (d) non-compliance with the Product instructions, (e) wilful or deliberate damage, neglect or negligence; (f) use of spare parts or other replacement items (including consumables) which are not provided or recommended by us; (g) any alteration or modification to the Product which has been carried out by you or a third party not authorised by us, (h) any failure to adequately package the Product for transportation, (i) extreme or external causes beyond our reasonable control including, but not limited to, breakdowns, fluctuations, or interruptions in electric power, ISP (internet service provider) service, or wireless networks, (j) weak and/or inconsistent

wireless signal strength in your home, (k) any Product(s) purchased from unauthorized dealers/resellers.

This Limited Warranty does not apply to accessories and other consumable items, such as filters or brushes. This Limited Warranty will be invalid if (a) the Product's serial number has been removed, erased, defaced, altered or is illegible in any way (as determined in our sole discretion), or (b) you are in breach of the terms of this limited warranty or your contract with us.

## **LIMITATION OF IROBOT'S LIABILITY**

This Limited Warranty is your sole and exclusive remedy against iRobot and iRobot's sole and exclusive liability in respect of defects in your Product. This Limited Warranty replaces all other iRobot warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose. However, this Limited Warranty shall neither exclude nor limit i) any of your legal (statutory) rights under the applicable national laws or ii) any of your rights against the seller of the Product.

To the extent permitted by applicable law(s) iRobot does not assume any liability for loss of or damage to or corruption of data, for any loss of profit, loss of use of Products or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage.

To the extent permitted by applicable law, iRobot's liability will be limited to the purchase value of the Product. The above limitations will not apply in the case of gross negligence or intentional misconduct of iRobot or in the case of death or personal injury resulting from iRobot's proven negligence.

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