

END-USER LICENSE AGREEMENT FOR SHARKNINJA SOFTWARE - cont'd.

11. APPLICABLE LAW. The laws of the Commonwealth of Massachusetts will govern this EULA and You hereby consent to exclusive jurisdiction and venue in the state and federal courts sitting in the Commonwealth of Massachusetts.

12. ASSIGNMENT. SharkNinja may assign this EULA without notice to Licensor.

13. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SN Devices) is the entire agreement between You and SharkNinja relating to the SN APPS and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the SN APPS or any other subject matter covered by this EULA. To the extent the terms of any SharkNinja policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

If You have questions regarding this EULA, please contact SharkNinja at 89 A Street, Suite 100, Needham, MA 02494.

Shark NINJA ONE (1) YEAR LIMITED WARRANTY

The 1-Year Limited Warranty applies to purchases made from authorized retailers of **SharkNinja Operating LLC**. Warranty coverage applies to the original owner and to the original product only and is not transferable. Power pack is not covered by 1-year warranty.

SharkNinja warrants that the unit shall be free from defects in material and workmanship for a period of 1 year from the date of purchase when it is used under normal household conditions and maintained according to the requirements outlined in this instruction manual, subject to the following conditions and exclusions.

What is covered in my warranty?

1. The original unit and/or non-wearable components deemed defective, in SharkNinja's sole discretion, will be repaired or replaced for up to 1 year from the original purchase date.
2. In the rare event that a replacement unit is issued, the warranty coverage ends six months following the receipt date of the replacement unit or the remainder of the existing warranty, whichever is greater. If the unit is replaced, SharkNinja reserves the right to replace the unit with one of equal or greater value.

What is not covered in my warranty?

Our Customer Service/Product Specialists are available to provide all the warranty service options available to you, including the possibility of upgrading to our VIP Warranty Service Options for select product categories.

1. Normal wear and tear of wearable parts such as foam filters, HEPA filters, pads etc., which require regular maintenance and/or replacement to ensure the proper functioning of your unit are not covered by this warranty.
2. Any unit that has been tampered with or used for commercial purposes.
3. SharkNinja will cover the cost for the customer to send in the unit to us for repair or replacement. A fee of \$24.95 for return shipping costs will be charged at the time of return shipment of the repaired or replacement unit.
4. Damage caused by misuse, abuse, or negligent handling, or damage due to mishandling in transit.
5. Consequential and incidental damages.
6. Defects caused by or resulting from damages from shipping or from repairs, service or alteration to the product or any of its parts which have been performed by a repair person not authorized by SharkNinja.
7. Products purchased, used or operated outside of North America.

Problems with your unit/How to get service

If your appliance fails to operate properly while in use under normal household conditions within the warranty period, visit sharkclean.com for product care/maintenance self-help. Our Customer Service and product specialists are also available at 1-800-798-7398 to assist with product support and warranty service options.

How to initiate a warranty claim

You can call 1-800-798-7398 to have a Customer Service specialist assist you. Please note you must call 1-800-798-7398 to initiate a warranty claim. Return and Packing Instruction information will be provided at that time.

For Customer Service hours, visit sharkclean.com

Replacement parts are available for purchase at sharkclean.com. For more information on which parts are classified as wearable and non-wearable, please visit sharkclean.com/warranty

This warranty gives you specific legal rights, and you also may have other rights that vary from state to state.

Some states do not permit the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.