

## MANUFACTURER'S LIMITED WARRANTY FOR IOLITE VAPORISER

**NOTE!** This Limited Warranty does not affect your legal (statutory) rights under your applicable national laws relating to the sale of consumer products.

Oglesby & Butler Ltd ("O&B") provides this Limited Warranty to the purchaser of O&B product(s) included in the sales package ("Product").

O&B warrants that during the warranty period O&B or an O&B authorised service company will in a commercially reasonable time remedy defects in materials, design or workmanship, free of charge by repairing or, should O&B at its discretion deem it necessary, replacing the Product in accordance with this Limited Warranty (unless otherwise required by law).

This Limited Warranty is only valid and enforceable in the country where you have purchased the Product provided that O&B have intended the Product for sale in that country. However, if you have purchased the Product in a member state of the European Union, and O&B originally intended the Product for sale in one of these member states, this Limited Warranty is valid and enforceable in all member states.

### **Warranty Period**

The warranty period starts at the time of Product's original purchase by the first end-user. The Product may consist of several different parts and different parts may be covered by a different warranty period (hereinafter "Warranty Period"). The Warranty Period is Two (2) Years for the O&B device.

As far as your national laws permit, the Warranty Period will not be extended or renewed or otherwise affected due to subsequent resale, O&B authorised repair or replacement of the Product. However, part(s) repaired or replacement product 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.

## **How to get warranty service.**

If you wish to make a claim under this Limited Warranty, please return you're Product or the affected part (if it is not the entire Product) to O&B or an O&B authorised Service Company. You can call O&B customer service (national or premium rates may apply) for further details on how to make a claim.

Information about O&B and O&B authorised service companies can be found in the sales package, or on O&B websites.

Any claim under this Limited Warranty is subject to you notifying O&B or a O&B authorised service company of the alleged defect within a reasonable time of it having come to your attention and in any event no later than before the expiry of the Warranty Period.

When making a claim under this Limited Warranty you will be required to provide: a) the Product (or the affected part) and b) the original proof of purchase, which clearly indicates the name and address of the seller, the date and place of purchase and the product type.

## **What is not covered?**

1. This Limited Warranty does not cover user manuals or any third party manuals, whether downloaded or included during shipping or at any other time in the delivery chain or otherwise and in any way acquired by you.
2. This Limited Warranty does not cover a) normal wear and tear, b) defects caused by rough handling (including, without limitation, defects caused by sharp items, by prolonged exposure to the sun, by water damage, by bending, compressing or dropping, etc.), or c) defects or damage caused by misuse of the Product, including use that is contrary to the instructions provided by O&B (e.g. as set out in the Product's user guide) and/or e) other acts beyond the reasonable control of O&B.
3. This Limited Warranty does not cover defects or alleged defects caused by the fact that the Product was used with, or connected to, any product, accessory and/or service not manufactured, or supplied by O&B or was used otherwise than for its intended use.
4. This Limited Warranty is not enforceable and is void if the Product has been opened, dismantled, modified or repaired by anyone other than O&B or an O&B authorised service centre, if it is repaired using unauthorised spare parts or if the Product's date code has been removed, erased, defaced, altered or are illegible in any way and this shall be determined at the sole discretion of O&B.
5. This Limited Warranty is not enforceable and is void if the Product has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or to influence from chemical products.

6. This Limited Warranty is not enforceable and is void if the Product is returned to O&B or an O&B authorised service centre and has plant material in any devices, spare parts or accessories.
7. This Limited Warranty is not enforceable and is void if the product is filled with the incorrect fuel such as Petrol, Diesel, Propane, Lighter fuel etc. The iolite vaporiser is designed to solely operate on butane gas.
8. This Limited Warranty is not enforceable and is void if the Product is damaged in any way due to incorrect cleaning and maintenance.
9. This Limited Warranty does not include accessories and consumable spare parts (whether included in the iolite device sales package or sold separately) unless otherwise stated.
10. This Limited Warranty is not enforceable if the Product is sold through an unauthorised Internet seller. All Authorised Internet sellers have a unique seller code provided directly from Oglesby and Butler Ltd.

### **Other important notices**

If the Product is found not to be covered by the terms and conditions of this Limited Warranty, O&B and its authorised service companies reserve the right to charge a handling fee. When repairing or replacing the Product, O&B may use products or parts that are new, equivalent to new or re-conditioned. Your Product may contain country specific elements. If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty.

### **Limitation of O&B's liability**

This Limited Warranty is your sole and exclusive remedy against O&B and O&B's sole and exclusive liability in respect of defects in your Product. This Limited Warranty replaces all other O&B 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 1) any of your legal (statutory) rights under the applicable national laws or 2) any of your rights against the seller of the Product.

To the extent permitted by applicable law(s) O&B does not assume any liability 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, O&B liability shall be limited to the purchase value of the Product. The above limitations shall not apply in case of gross negligence or intentional misuse of an iolite vapouriser or in case of personal injury resulting from O&B proven negligence.

**NOTE!** Your Product is a sophisticated device. O&B strongly encourages you to familiarize yourself with the user guide and instructions provided with and for the Product.

**NOTE!** O&B cannot and will not withhold any consumer information from any local, national or international law enforcement agencies with regards to use of any Product's manufactured or services provided by O&B and or an O&B authorised service centre.

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