



## One (1) Year Limited Warranty

Popeye's Logistics LTD. (the "**Company**"), whose office is located at 1317 Rauma Avenue, Sicamous, British Columbia, Canada, V0E 2V4, extends a one (1) year limited warranty to the purchaser of Company products (the "**Purchaser**") sold at <https://www.theearthangel.com> or <https://www.theearthangel.co>, including The Earth Angel™ (FRS) and The Ridge Rider™ (the "**Products**"). This limited warranty begins on the official date of shipping (proof of shipping will be provided and required for any warranty claims) and extends for a period of one (1) year (the "**Warranty Period**").

### Limited Warranty

The Company warrants that its Products will, for the Warranty Period, be free from defects in materials and workmanship. This limited warranty only applies to (1) Products purchased directly from the Company, and (2) the original purchaser. The Company expressly disclaims all other warranties whether express, implied, oral or written, including but not limited to the warranties of merchantability and fitness for a particular purpose. Furthermore, the Company hereby assigns to the Purchaser all rights under manufacturers' warranties (if any) covering any third-party products sold with the Products or as part of one of Company's Starter Kits. Defects in items covered by third party manufacturers' warranties are expressly excluded from coverage under this Limited Warranty, and the Owner should follow the procedures in the manufacturers' warranties if defects appear in those items.

This limited warranty does not cover Product failure or defects caused by use in excess of specified capacity limits, misuse, negligence or accident, alteration or repair not authorized by the Company, failure to maintain the Products or any other damage beyond Company's control. No Products shall be field modified after manufacture without the written authorization of Company. Any modification to the Products without Company's written consent shall void Company's limited warranty obligations hereunder.

### Company's Obligations

If a covered defect occurs during the Warranty Period, the Company agrees to repair, replace, or refund to the Purchaser the reasonable cost (limited to the purchase price paid by the Purchaser for the defective Product) of repairing or replacing the defective item, which shall be Company's sole and exclusive liability and Owner's sole and exclusive remedy under this limited warranty. Company will be the sole judge and decider of Product condition and warranty options. Any steps taken by the Company to correct defects shall not act to extend the Warranty Period of this limited warranty. All warranty repairs by the Company shall be at no charge to the Purchaser and shall be performed within a reasonable length of time. All shipping costs to Company and for return to Purchaser will be the Purchaser's responsibility if the Purchaser resides outside of Canada and the contiguous United States.

### Purchaser's Obligation

Purchaser must provide proof of normal maintenance and proper care of the Product in accordance with the owner's manual. Purchaser must provide Company with written notice ( [plesltd2019@gmail.com](mailto:plesltd2019@gmail.com) ) of any defect before the expiration of the Warranty Period. Purchaser shall have no right or action at law or in equity against Company hereunder for which the Company has not received notice in writing.

### No Modifications to Warranty

No employee, contractor, agent, or representative of the Company has the authority to modify the terms of this one (1) year limited warranty.