

## 90-DAY LIMITED WARRANTY

### Nature and Term of Warranty

1. G. Gasser Design Services, LLC (“Gasser”) warrants that the goods described in this warranty are free from defects in workmanship and materials for a period of ninety (90) days, commencing on the date the product is delivered to the customer.

### Coverage of Warranty

2. This warranty covers the TIDY T’OWL™ and each of its component parts (“Product”). Any use of the Product or a component part of the Product in a manner not described and shown in the instructions herein shall immediately void this warranty in its entirety.

### Beneficiaries of Warranty

3. This warranty extends to the original purchaser of the Product and to each transferee owner of the Product during the term of this warranty (“Customer”), as long as the original purchaser or transferee is the first user of the Product as described and shown in the instructions.

### Obligation of Gasser (“Warrantor”)

4. FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY ON THIS PRODUCT THE CUSTOMER IS LIMITED TO THE FOLLOWING REMEDY:

In the event of a defect, malfunction, or other failure of this Product during the warranty period not caused by any misuse or damage to the Product while in possession of the Customer, Gasser will remedy the failure or defect, within ninety (90) days from the date the Product is delivered to Gasser. The remedy will consist of repair or replacement of the Product or refund of the purchase price at Gasser’s option. However, except as stated below in Paragraph 5, Gasser will not elect a refund unless replacement or repair is commercially impractical or cannot be made within the time for performance.

When a refund is given, the returned Product shall become property of Gasser. When a part is exchanged, any replacement item becomes the property of the Customer and the replaced item becomes property of Gasser.

### Continuing Defect After Attempting Remedy

5. If the Product or one of its component parts contains the same defect or malfunction after two (2) attempts by Gasser to remedy the defect or malfunction, the Customer shall be given a refund.

### Warranty Limitations

6. **THIS WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. GASSER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IF GASSER CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY.**

No Gasser distributor, reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty.

**GASSER IS NOT RESPONSIBLE FOR DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO ANY PROPERTY, OR PERSONAL INJURY.**

Some states do not allow the exclusion or limitation or consequential damages or exclusion or limitation on duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have rights that vary by state.

### Procedure to Obtain Remedy

7. In order to obtain performance of any obligation under this warranty, the Customer shall contact Gasser by email at [support@tidytowl.com](mailto:support@tidytowl.com), or in writing to the address below, describing the specific reasons for a return and to request a **Return Identification Number (RIN)**. The Customer shall then deliver the defective Product at Customer’s expense to Gasser at the address below, along with the RIN, Name, Address and Telephone Number of the Customer, as well as proof of the original purchase (receipt) that contains a description of the Product and purchase date.

IMPORTANT: Returning a Product without the RIN and/or any of the herein requested information, or by providing inaccurate information, may delay the process of obtaining a remedy.