



# PREMIER EQUESTRIAN<sup>®</sup>

*The Arena Company*

## **Premier Groomer**

### **LIMITED WARRANTY INFORMATION**

Premier Equestrian, Inc (“Premier Equestrian”) is located at 8915 S. 700 E. #102, Sandy, Utah 84070.

The Premier Groomer is warranted for twelve (12) months from the date of the original invoice against defects in materials and/or workmanship but only when put to the normal and designed consumer and commercial uses and in accordance with the user instruction manual provided with the Premier Groomer and instructions on the Premier Equestrian website or marketing materials specific to a Premier Groomer. This warranty is limited and only valid on new equipment to the original purchaser who has a valid proof of purchase. This limited warranty does not cover components which already are covered by a separate warranty provided by the supplier of any such parts or components. This limited warranty further does not cover misuse, abuse, accidents or damage due to inadequate maintenance. Final judgment of all misuse, abuse and normal and designed consumer and commercial uses shall be in Premier Equestrian’s sole and absolute discretion.

The term “original purchaser” as used in this limited warranty shall mean the person who bought the new Premier Groomer from Premier Equestrian.

Premier Equestrian’s obligation and or liability, under this limited warranty, of any product defect or claim for injury or damages is limited to repair or replacement of the product, or payment of the reasonable cost of repair or replacement of the part, in Premier Equestrian’s sole and absolute discretion. Warranty replacement parts or replacement groomers will be shipped during the limited warranty period by a standard shipping method at no charge to the original purchaser in the continental United States only. Any expedited shipping or other shipping method will be the sole responsibility and cost of the original purchaser.

The original purchaser is solely responsible for the proper performance of all reasonable and proper maintenance as well as for replacing all normally wearing parts at the original purchaser’s sole cost and expense.

In order to secure warranty service pursuant to this limited warranty, the original purchaser must: (a) report the defect immediately to Premier Equestrian’s customer service within the applicable warranty terms in writing and discontinue use of the Premier Groomer; (b) present photographic evidence (which may be digital) of the warranty claim and valid proof of purchase; and (3) return the Premier Groomer or defective part to Premier Equestrian within thirty (30) days of discovery of the defect. If for any reason Premier Equestrian is unable to repair the Premier Groomer to conform to the warranty after reasonable attempts, determined in Premier Equestrian’s sole and absolute discretion, Premier Equestrian will provide, at its option, one of the following: (1) a replacement Premier Groomer, or (2) a full refund of the of the purchase price after the defective Premier Groomer is returned to Premier Equestrian. REPAIR, REPLACEMENT,

or REFUNDS are the original purchaser's EXCLUSIVE remedies against Premier Equestrian under the limited warranty.

PREMIER EQUESTRIAN IS NOT RESPONSIBLE FOR THE FOLLOWING: (a) equipment that is purchase used; (b) any equipment that has been altered or modified in ways not approved by Premier Equestrian, including, without limitation, unauthorized repairs or acts of God; (c) depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations as set forth in the Premier Groomer operating manual, misuse, abuse, lack of proper protection during storage, damage caused by use, vandalism, the elements, collision or accident; and (d) normal replacement, maintenance, and/or service of parts. Periodic replacement of normally wearing parts is the sole responsibility of the original purchaser.

To the fullest extent permitted by law **the limited warranty stated herein is the exclusive warranty given by Premier Equestrian to the original purchaser, and Premier Equestrian disclaims any other warranties. There are no other warranties, either express or implied, including any warranty of merchantability, fitness for a particular purpose, or arising from the course of dealing or trade usage. Premier Equestrian shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligent, or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, or cost of hiring services to perform tasks normally performed by a Premier Groomer.** Premier Equestrian reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.

Some jurisdictions do not allow limitation on the duration of an implied warranty or the exclusion or limitation of incidental or consequential damages, thus the above limitations and exclusions may not apply to you. You may have other rights which vary from jurisdiction to jurisdiction in addition to the legal rights set forth in this limited warranty.