

## (“RSC”), the PetSafe® Pro™ Products - Manufacturer Warranty

Radio Systems® Corporation manufacturer of PetSafe® Pro™ products (the “Products”), provides the following lifetime limited warranty on the Products:

- 1. Lifetime Product Warranty.** RSC warrants that Products will be free from material defects in manufacturing and workmanship and that the Products will perform as specified by RSC under normal use for the lifetime of the Product. This lifetime limited warranty only applies to RSC manufactured Pro Products. RSC’s sole obligation under this lifetime warranty is to repair or replace the warranted Product, at RSC’s option, exclusive of any labor charges.
- 2. Three Year Waiver of Processing Fees.** During the first three (3) years from the date of purchase, all warranted Products will be replaced or repaired, at RSC’s option, at no charge in accordance with the terms and conditions of this warranty. All claims made thereafter will be subject to an additional \$20.00 handling / processing fee payable to RSC. All Professional transmitters installed with a Professional Panamax lightning protector are warranted without any handling or processing fees for the life of the transmitter.
- 3. Assign ability.** This warranty is not exclusively for the benefit of the original customer and may be transferred or reassigned to subsequent owners of the applicable Products.
- 4. Terms and Conditions.** THE ABOVE LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING EXCLUSIONS, TERMS AND LIMITATIONS SET FORTH BELOW.

### Warranty Terms and Conditions

- 1. Voiding of Warranty.** Operation of the Products not in accordance with the owner’s manual or other Product specifications shall void this limited warranty.
- 2. Warranty Exclusions.** The following items are excluded from coverage under the limited warranty:
  - a. Damage arising from vandalism, accidents, misuse, negligence, recklessness and/or failure to maintain the Products;
  - b. Acts of God, flood, wire of any type, batteries, lost or misplaced components;
  - c. Labor by a PetSafe Pro and/or improper installation;
  - d. Pet behavior or training problems;
  - e. Lightning protection devices other than a Panamax M2DF-11 or RFA-155 lightning protector installed in connection with the Products.
- 3. Other Warranty Limitations and Conditions.** You agree to maintain the Products in proper working order and to use the Products only in the manner prescribed by RSC, including, but not limited to: (a) maintaining probe contact with the pet’s skin; (b) maintaining the perimeter wire; (c) maintaining the transmitter and/or receiver; and (d) maintaining the receiver batteries in accordance with the Product specifications. You should not rely solely upon the Products to contain your pet if you have reason to believe your pet may pose a danger to others or harm itself if it is not kept from crossing the boundary. *RSC cannot guarantee that the Products will, in all cases, keep your pet within the established boundary.*
- 4. GENERAL DISCLAIMER.** THE LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY. AS A CONDITION OF THIS WARRANTY IT IS AGREED THAT IN NO EVENT CAN RSC BE HELD LIABLE FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR INJURIES. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR PROMISES ON BEHALF OF RSC OR MODIFY THE TERMS AND LIMITATIONS OF THIS WARRANTY.
- 5. Service Contacts.** If you need service or have further questions concerning the Products or this warranty, please contact your local PetSafe Pro Product dealer.