

PRO-STITCHER WARRANTY

Handi Quilter, LLC (hereinafter HQ) offers a limited warranty on the Pro-Stitcher (hereinafter “Product”) to be free of defects in workmanship and materials under normal use upon the terms and conditions hereinafter set forth:

(a) **90-day Limited Warranty** – During the first 90 days from date of purchase, HQ will repair any manufacturing defect without charge for parts or labor. All subsequent warranties include parts costs only.

(b) **Five-year Mechanical Warranty:** For any mechanical failure within this period, manufacturer will provide free replacement parts, customer pays for labor and shipping.

(c) **Five-year Electronic/Electrical Warranty:** The electric/electronic components are warranted to be free from manufacturing defects for five years from the date of purchase. If any defect is reported within this period, manufacturer will provide free replacement parts, customer pays for labor and shipping. The 5-year electronic/electrical warranty will be invalid if the product is left plugged into a power source when not in use.

(d) **Two-year tablet PC Warranty:** The tablet components are warranted to be free from manufacturing defects for two years from the date of purchase. If any defect is reported within this period, manufacturer will provide free replacement parts, customer pays for labor and shipping. The 2-year electronic/electrical warranty will be invalid if the product is left plugged into a power source when not in use.

(e) **Lifetime Software Updates:** From the date of purchase HQ will provide updates, free of charge, to the consumer via electronic downloads. These are intended to provide the consumer with the latest software updates for the Pro-Stitcher.

The limited warranty stated in sections (b), (c) and (d) above shall be limited solely to the replacement of parts which, in the opinion of HQ, are defective in workmanship or material and are returned to HQ, or an authorized repair facility, or such other point or place that may be designated by HQ. All other costs, including cost of freight and shipment for repair under this warranty, shall be the customer’s costs.

The product registration card must be completed and received by HQ before warranty is valid.

Warranty Exclusions

HQ shall have no obligation for any claim under this warranty if the Pro-Stitcher has been misused, abused, neglected, damaged in transit or has been altered from the standard specifications established by HQ, if proper cleaning and maintenance has not been

performed, or if the Pro-Stitcher is used on other frame systems or with other machines than those specified by Handi Quilter. No warranties extend beyond the express warranty offered. HQ disclaims all other warranties, express or implied, regarding the Product, including any implied warranties of merchantability or fitness for a particular purpose. In the United States, some laws do not allow the exclusion of the implied warranties.

Specific exclusions of warranty limitations include, but are not limited to, the following:

- General, consequential, incidental or special damages including damage to fabric or material, the cost of rework or lost profits, the cost of installation or removal of any Products, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of Products arising from a defect in any Product.
- Products which are received by HQ improperly packaged, altered, or physically damaged.
- Counterfeit or altered label(s) or stickers.
- Broken pins on connectors.
- Stripped screws or nuts.
- Connector(s) damaged, cracked, missing or broken.
- Missing, torn or punctured seal(s).
- Any use besides computerized machine quilting applications.
- Operator error in the customary use of the Product.
- Internal adjustments, tampering or parts replacement done by anyone except authorized Representatives or customers specifically authorized by Handi Quilter Customer Support or warranty repair personnel on a case by case basis.

The warranty does not cover and the user assumes the risk of and there is hereby excluded any liability to HQ for failure, defects, loss, deterioration, personal injury or damage which are due to (1) ordinary wear and tear or exposure, (2) abuse, misuse, negligence, operator error, or (3) use of parts, components, or accessories not authorized by HQ.

In no event shall HQ be liable to the purchaser of the Product or to third parties for special or consequential damages, including, but not limited to, death or personal injuries.

HQ does not assume, or authorize any person to assume on its behalf, any other obligation of liability other than that set forth herein.

Some states do not allow exclusion of limitation of incidental or consequential damages, so above limitation or exclusion may not apply. This warranty gives the purchaser specific legal rights and the purchaser may also have other rights, which may vary from State to State.