

# REALITYWORKS, INC. FIVE YEAR LIMITED WARRANTY

## APPLICABLE TO THE FOLLOWING PRODUCTS:

**REALCARE® BABY; REALCARE® CONTROL CENTER; REALCARE® CHARGING STATION; X-STICK WIRELESS COMMUNICATION ADAPTOR AND SHAKEN BABY.**

### What this Warranty Covers

Realityworks, Inc. warrants its products against defects in material and workmanship under normal use for five years from the original ship date. Realityworks, Inc., at its option, will repair the product (with new or reconditioned parts) or replace it (with a new or reconditioned product). Repaired/replacement products or parts are warranted for either 90 days or the remainder of the original warranty period, whichever is longer. All replaced items become Realityworks, Inc.'s property. The rechargeable battery supplied by Realityworks is covered for one year only.

### What this Warranty Does Not Cover

This warranty does not cover: (a) damage from misuse, use other than normal or customary manner, accident or neglect; (b) damage from improper operation, maintenance, adjustment, alteration or modification; (c) damage from spills of food, ink, or liquid; (d) all vinyl, plastic surfaces that are scratched, stained, or damaged due to normal use; (e) damage to our products caused by the use of equipment not supplied by Realityworks, Inc.; (f) products which have the serial numbers removed or made illegible; (g) repairs that have been made or attempted by others; (h) damage caused by battery leakage; and (i) damage caused by improper battery charging by using a non-Realityworks charger. Any unauthorized repair or modification of the product shall void this warranty.

### How to Get Warranty Service

Please call 715.830.2040 or 800.830.1416 or fax 715.830.2050 for a Return Authorization number and information on returning your product to Realityworks, Inc. For any return of product to Realityworks, Inc., you must prepay shipping costs and include your name, address, phone number, Return Authorization number, and an explanation of the problem. Please use the original container and packing materials, if possible, in shipping a product to **Product Support Department, Realityworks, Inc., 2709 Mondovi Road, Eau Claire, Wisconsin USA 54701**. Realityworks, Inc. will pay any shipping costs for returning a product to you. It is highly encouraged that returned items be insured for replacement value. Do not return any loose parts or any accessories that are not defective with your product to avoid damage and loss in transit.

### General Provisions

This warranty sets forth our responsibilities regarding this product. Repair or replacement, at Realityworks, Inc.'s option, is your exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS EXTENDED WARRANTY. IN NO EVENT SHALL REALITYWORKS, INC. BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, INCONVENIENCE, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This disclaimer applies both during and after the term of the warranty. The terms of this warranty are exclusive and there is no other dispute resolution mechanism. This warranty is not transferable.

### State Law Rights

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN EXTENDED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Any use of your Realityworks, Inc. product constitutes your agreement that the laws of the United States of America shall apply to any and all actions under this extended warranty and such shall be under the jurisdiction of and venued in the Circuit Court, Eau Claire County, State of Wisconsin, with the Court applying Wisconsin law.