

# **Smoko One (1) Year Limited Warranty**

## **U.S., Canada, Latin America**

### **WARRANTY COVERAGE**

Smoko's warranty obligations are limited to the terms set forth below: Smoko, Inc. ("Smoko") warrants this product against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase. If a defect exists, at its option, Smoko will (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Smoko's property. When a refund is given, your product becomes Smoko's property.

### **OBTAINING WARRANTY SERVICE**

If you purchased the product in the U.S. and Canada, mail the product, at your risk and expense, to **SMOKO 1139 Westminster Ave # E, Alhambra, CA 91803 USA**. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of standard USPS return shipping will be deducted from your refund. Depending on where you live, the time it may take for your exchanged product to reach you, may vary. If you are shipping an item over \$75, we recommend that you consider using a trackable shipping service or purchasing shipping insurance. We do not and cannot guarantee that we will receive your returned item.

To locate an Smoko Authorized Service Provider refer to the service and support reference materials accompanying the product or visit our web site at <http://www.smokonow.com/>. When you contact the Smoko Authorized Service Provider, you will be asked to furnish your name, address, telephone number, and proof of the original purchase (receipt) containing a description of the product(s), purchase date, and the appropriate Smoko serial number(s).

### **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to products manufactured by or for Smoko that can be identified by the "Smoko" trademark, trade name, or authorized logo affixed to them. The Limited Warranty does not apply to any non-Smoko hardware products or any media, even if packaged or sold with Smoko products. Non-Smoko manufacturers, suppliers, or publishers may provide their own warranties. Media distributed by Smoko under the Smoko brand name is not covered under this Limited Warranty. Refer to the Smoko website for more information. Smoko, and its affiliates, are not liable for any damage to or loss of any product or related information, or any non-Smoko product or part not covered by this warranty.

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-Smoko products; (b) to damage caused by service (including upgrades and expansions) performed by anyone who is not an Smoko Authorized Service Provider; (c) to a product or a part that has been modified without the written permission of Smoko; or (d) if any Smoko serial number has been removed or defaced

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SMOKO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF SMOKO 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 DURATION OF THIS WARRANTY. No Smoko reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

SMOKO IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES 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 OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING.. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the 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 other rights that vary by state or province.

(c)2011-2017 Smoko, Inc. All rights reserved. Smoko and the Smoko logo are trademarks of Smoko, Inc., registered in the U.S. and other countries.