

90 Day Limited Warranty

Sphero, Inc. (“Sphero”) warrants the physical Sphero product(s) sold to you on woot.com (collectively, the “Product”), and only that Product, against defects in materials and workmanship under normal use for a period of 90 days from the date of retail purchase by the original purchaser (“Warranty Period”). Sphero expressly disclaims any other warranty for Sphero products found in any printed or online material; this Limited Warranty is the only applicable warranty to the Product. Under this Limited Warranty, if a hardware defect arises and a valid claim is received by Sphero within the Warranty Period, at its option and to the extent permitted by law, Sphero will either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) exchange the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies.

A replacement Product or part assumes the remaining warranty of the original Product or 90 days from the date of replacement or repair, whichever is longer.

When a Product or part of the Product is exchanged, any replacement item becomes your property and the replaced item becomes Sphero’s property. Parts provided by Sphero in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

Instructions to Obtain Warranty Service

To obtain warranty service, you must first contact support@sphero.com. After communicating with support, they will instruct you to deliver the Product, freight prepaid, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Sphero after contacting support@sphero.com. In accordance with applicable law, Sphero may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Sphero will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, visit the Sphero website at support.sphero.com.

Exclusions and Limitations

This warranty covers the normal and intended use of Sphero hardware products. It applies only to the hardware products made by or for Sphero, Inc. that can be identified by the “Sphero” trademark, trade name or logo affixed to the product or packaging. The Limited Warranty does not apply to any non-Sphero hardware product or any software, even if packaged or sold with the Sphero hardware product. Refer to the software license agreement accompanying the software for details of your rights with respect to its use.

Sphero does not warrant that the operation of the Product will be uninterrupted or error-free. Sphero is not responsible for damage arising from failure to follow instructions relating to the Product’s use.

This warranty does not apply to: (a) consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or

workmanship; (b) damage caused by use with non-Sphero products; (d) damage caused by accidents, misuse, abuse, neglect, misapplication, or fire, water, lightning or other acts of nature; incorrect electrical line voltage, fluctuations or surges; damage caused by improper installation; Product alteration or modification; improper or unauthorized repair; exterior finish or cosmetic damage; (e) damage caused by operating the Product outside the intended uses described by Sphero; (f) defects caused by normal wear and tear or otherwise due to the normal aging of the Product.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON SPHERO. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPHERO IS NOT RESPONSIBLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, OR ANY BREACH OF ANY WARRANTY OR CONDITION REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SPHERO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST SPHERO BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE PRODUCT NOT CAUSED DIRECTLY BY THE GROSS NEGLIGENCE OF SPHERO. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE, AND STATES YOUR EXCLUSIVE REMEDY.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, 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.

Governing Law and Arbitration

This Limited Warranty shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding non-appearance-based arbitration. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by

the parties. The alternative dispute resolution provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by Sphero; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within Denver County, Colorado and the federal courts in Denver, Colorado for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes.

Notwithstanding the foregoing, Sphero may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.