

HOLIDYNAMICS LIMITED WARRANTY

Holidynamics warrants that its products will be free from defects in material and workmanship for a period of “three seasons” from the date of shipment, with proof of purchase. A season is defined as 90 days. An exception to the “three seasons” warranty is the Spritzers and Bows. The Spritzers and Bows have a one season warranty. For Outdoor LED Trees (including Cherry Blossom, Winter Bark, and all other outdoor LED Trees), the warranty is 270 days from date of purchase. In the event that a warranty claim needs to be filed, do not wait to file a claim as most manufacturing defects, if any are found, arrive defective “right out of the box”. Please inspect all products upon receiving of the shipment. Warranty Exclusions apply. Please refer to the Warranty Exclusions section for further details.

WARRANTY EXCLUSIONS

This warranty is further conditioned upon proper storage, installation, use and maintenance of product. Warranty is for the non-permanent, seasonal, installation and temporary use for no more than “three seasons” from date of shipment. A season is defined as commencing on the date the product is installed for use and ends at the time the product is not in use and is removed or put into storage. Foliage and fabric bow fading is NOT covered under warranty as foliage and the fabric from the bow may change color depending on the exposure level to UV rays. Accessories, electrical cord and timers are NOT covered under this warranty. Although our metal product is coated with a durable exterior powder coat layer, rusting of the metal will occur over time when exposed to moisture; therefore, rusting of the metal is not considered a manufacturing defect and is NOT covered under warranty.

The above warranties do not cover and Holidynamics Inc will not be liable for any conditions attributable to (1) misuse, faulty installation, misapplication, extreme environmental conditions, lightning, electrical surges or acts of God, lack of compliance with applicable instructions, improper or inadequate maintenance, negligence, accident, or tampering which includes the removal of any identifying labels or altering the original design of the product; (2) the incompatibility, improper design, installation, maintenance of products, accessories, equipment or materials not supplied by Holidynamics.

LIMITATION OF LIABILITY

Holidynamics will not under any circumstances whether as a result of breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages, including but not limited to, loss of profits or revenues, loss of use of the product or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facility of services, down time cost, cost relating to removal or reinstallation of product or damages for personal injury or property or any claims of claimant’s customers. Holidynamics’ liability on any claim, of any kind, for any loss or damage arising out of, resulting from or concerning any aspect of this warranty or from the product or services furnished hereunder shall not exceed the price of the specific product which gives rise to the claim.

If a product covered by this warranty fails to conform to this warranty and is returned by purchaser in accordance with Holidynamics published Warranty Service Program during the warranty period, Holidynamics will, at its option, either repair or replace the product or the non-conforming part thereof. For purposes of clarity, “repair or replace the product or the non-conforming part thereof” does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses.

NON-TRANSFERABLE

This warranty only applies to the original purchaser. If a product covered by this warranty is returned by the original purchaser in accordance with Holidynamics published Warranty Program during the warranty period, Holidynamics will choose to repair or replace the said warranty product. If Holidynamics chooses to repair or replace the product and is not able to do so because it has been discontinued or is not available, Holidynamics may replace it with a comparable product of equal or lesser value of your choosing. If a comparable product is not available, the replacement item will be replaced, when back in stock, the following year as long as the item is not discontinued.

THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. Purchaser's exclusive remedy, and Holidynamics sole liability, for any nonconformity or defect in any Product shall be only those explicitly set forth herein.

FILING A WARRANTY CLAIM

To file a warranty claim, please contact Holidynamics directly at 1-855-505-6046 or send an email to orders@holidynamics.com. From there you need to provide your contact information, the information from your invoice, and tell us about the problem you are having with your holiday product. Please explain where the problem is occurring and be as specific as possible. It may also be required for you to submit pictures in order to expedite the claims process. Once the claim form is submitted, we will respond to your email and provide you with instructions for processing your warranty claim.

Before any product is returned to any location, an RMA number must be received. An RMA number will be sent to your email address upon completion of the online form and acceptance of the claim by Holidynamics. Make sure the RMA number is marked clearly on the exterior of all returned packages.

Packages received without proper identification will be returned to sender. For proper credit, all warranty returns must include a copy of the original invoice and/or packing slip. All shipping and handling charges associated with a return under warranty will be the responsibility of the owner. Upon inspection of the returned product, any items covered under warranty will be returned back to the owner at the expense of Holidynamics. It will be at the discretion of Holidynamics to determine if the entire item needs to be replaced or if the defect can be repaired with replacement parts only. If any defect relates to the lights on any metal frame, it may be necessary to strip the lights off the frame before returning the product back for warranty. The removal of the lights from the frame and the reinstallation of the replacement lights are at the expense of the owner.

If the returned product is shipped back to Holidynamics for warranty or exchange and found to be damaged or non-functional due to user neglect and not from a manufacturing defect, the owner will be responsible for the return shipping charges and warranty coverage will not be an option.

RETURN POLICY

Due to the seasonal nature of this product, the retention of goods by the Buyer or for the benefit of the Buyer shall constitute an unconditional and absolute acceptance by the buyer. Therefore, we cannot accept any product returns, unless for merchandise that meets the requirements under our warranty policy. If your order was incorrect at the time of receipt please contact us within (2) days. We will be happy to provide you with the correct product or

replacement parts at no cost to you. A call-tag along with the return instructions will be sent by email for the return of item(s) shipped in error.