



LIMITED WARRANTY

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.LIFEWAVE.COM.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACE, OR REFUND AS DESCRIBED BELOW.

WHO MAY USE THIS WARRANTY?

LifeWave, Inc., located at address 13893 Minuteman Drive, Suite 500, Draper, UT, 84020, United States (“we”) extends this limited warranty of the LifeWave X₂O product to any person who purchases the LifeWave X₂O unit or to whom said LifeWave X₂O unit is transferred (see further instructions) (in either case, “you”). The purchase of the limited warranty does not extend the term of the warranty for the new purchaser. The limited warranty applies only to persons who purchase the LifeWave X₂O unit through an authorized LifeWave Brand Partner (distributor). This Limited Warranty does not apply to transactions that occur when the LifeWave X₂O unit is advertised and/or sold on an e-commerce platform such as eBay or Amazon.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the LifeWave X₂O (the “product”) for the Warranty Period as defined below. This warranty also covers any damage that occurs while being shipped from LifeWave, Inc. to you.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) storage; (b) improper use; (c) failure to follow the product instructions, including the Care and Transport Advisor, as well as filling the unit with water not approved for use or using unapproved filters or to perform any preventive maintenance; (d) modifications; (e) unauthorized repair; (f) normal wear and tear; or (g) external causes such as accidents, misuse, abuse, or other actions or events beyond our reasonable control. This warranty does not cover the replacement filters or any other consumable parts associated with the main LifeWave X₂O unit.



WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge or refund the purchase price of such product. If a warranty claim is requested within the first thirty (30) days of receipt of the LifeWave X₂O unit, we will cover all shipping and handling fees. You will be responsible for paying all shipping and handling fees for warranty work if submitted after the first thirty (30) days.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts the day the product is delivered to you and is valid for twelve (12) months (the "Warranty Period"). Any repaired or replaced component parts of the Product are warranted for a period of twelve (12) months from the date of repair or replacement, while the warranty for the balance of the Product shall continue to relative to the date of original shipment. If neither repair nor replacement is feasible, we will refund the purchase price of the Product to you.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service on a defective product within the Warranty Period, you must contact our Customer Service Department by calling +1(866) 202-0065 or emailing customerservice@lifewave.com during the Warranty Period to obtain a Return Merchandise Authorization ("RMA") number before returning the product. No warranty service will be provided without an RMA number. The RMA number must be clearly visible on the package exterior, or the warranty service may be refused. You agree to package the product in a proper shipping carton with proper packaging material. We recommend that the means of shipping should be both high-quality and cost-effective. The product return address will be provided by LifeWave Customer Service, along with your RMA (Return Merchandise Authorization) number.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

The following informal dispute resolution procedure is available to you if you believe that we have not fulfilled our obligations under this limited warranty. You must use this informal procedure before pursuing any legal remedy in the courts.

1. Negotiation

1.1. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof (a "Dispute"), the parties agree to first attempt to resolve the Dispute through good faith negotiation.

1.2. Either party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the Dispute and the relief sought.

1.3. Upon receipt of such notice, the parties shall meet at a mutually agreed time and place, either in person or via teleconference, to discuss the Dispute and attempt to reach an amicable resolution.

2. Mediation

2.1. If the Dispute is not resolved through negotiation within thirty (30) days from the date of the initial notice, the parties agree to submit the Dispute to mediation before pursuing any formal legal action.

2.2. The mediation shall be conducted by a neutral third-party mediator, mutually agreed upon by the parties, and shall take place at a location convenient to both parties.

2.3. The parties shall share the costs of the mediation equally, and each party shall bear its own legal fees and expenses.

2.4. The mediation process shall be conducted in a manner that encourages cooperation and good faith efforts to resolve the Dispute amicably.

3. Good Faith Efforts

3.1. The parties agree to engage in the negotiation and mediation processes in good faith and to make all reasonable efforts to resolve the Dispute amicably.

3.2. The parties acknowledge that these informal dispute resolution procedures are intended to facilitate a mutually satisfactory resolution and to avoid the time and expense associated with formal legal proceedings.

4. Governing Law, Jurisdiction, & Venue
This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

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