

## WARRANTY & TERMS AND CONDITIONS

**1) TERMS AND CONDITIONS OF SALE:** The following terms and conditions apply to all sales of Dog Guard's products by your authorized Dog Guard Dealer to you as the Customer and supersedes all prior discussions, negotiations, and representations between Dealer and Customer. Your Dog Guard Dealer and the Manufacturer of the Dog Guard products (Sunward Electronics, Inc. d/b/a Dog Guard) are separate and distinct entities. This document also outlines all of the terms and conditions between Manufacturer and Customer. The following terms and conditions are non-transferable, may not be altered, and are only applicable to the original Customer of a Dog Guard product.

**2) MONEY BACK GUARANTEE:** If Customer is not completely satisfied with any Dog Guard electronic containment system including at least one transmitter, at least one receiver and installation of underground boundary wire sold hereunder within the first thirty (30) days from the date of installation for any specified pet containment effectiveness issue, Dealer agrees, at its sole cost and expense, to refund the full purchase price, less the cost of any installation if the system is in its original condition. For this Money Back Guarantee to apply, Customer must have trained their pet(s) to training flags as instructed by the Dealer and outlined in the Installation and Training Guide found on [www.DogGuard.com](http://www.DogGuard.com), at least 15 minutes per day for no less than 7 days. Every reasonable measure to correct the specified pet containment effectiveness issue with the training of your pet(s) to the system must be exhausted before a Money Back Guarantee refund will be issued by Dealer. This Money Back Guarantee does not apply to self-installed Dog Guard electronic containment systems. The Money Back Guarantee is solely between the Dealer (not the Manufacturer) and the original Customer.

**3) WARNING:** Occasionally a pet cannot be trained to avoid crossing a containment boundary. Sometimes, even a properly trained pet may cross a containment boundary. Therefore, Manufacturer and Dealer cannot and do not guarantee that a Dog Guard product will, in all cases, keep a Customer's pet within an established containment boundary. Accordingly, if Customer has reason to believe that their pet may pose a danger to others or harm itself/themselves if it/they is/are not kept from crossing the boundary, Customer should not rely solely upon any Dog Guard product to keep the pet within the boundary.

**4) INSTALLATION:** Any additions or alterations to work contracted to by Dealer shall be subjected to additional charges. The Dealer will determine the final equipment and wire locations with Customer. Customer must provide a constant 110V outlet. The Dealer must create a passageway through an accessible area to gain access to the transmitter locations decided upon by Dealer and Customer. A wire-laying machine may be used to lay boundary wire, and/or a slit may be cut into a driveway or other solid ground surface. Dealer and Manufacturer are not responsible or liable for damage to landscaping and underground wires, pipes or any other objects resulting from installation.

**5) LIMITED LIFETIME MANUFACTURER WARRANTY:** Manufacturer hereby warrants that it will repair and/or replace a Dog Guard transmitter, receiver or surge protector of an original Customer which proves defective from normal wear and tear by reason of improper workmanship and/or materials for fifteen (15) years from the date of sale to Customer – which is the projected lifetime of a Dog Guard electronic containment system and components thereof – according to subsections a) through g) below. The Limited Lifetime Warranty is between the Manufacturer and the original Customer, although Customer's local Dealer should be contacted for handling of a warranty claim. Products damaged by pet chews are specifically not covered by the Limited Lifetime Manufacturer Warranty. However, Manufacturer may choose to repair pet chewed products for a nominal fee, provided the electronics thereof are intact. If a Dog Guard approved/sold surge protector was utilized, products damaged by lightning or another type of an electrical surge are covered by the Limited Lifetime Manufacturer Warranty. If a Dog Guard approved/sold surge protector was not utilized, products damaged by lightning or another type of an electrical surge are specifically not covered by the Limited Lifetime Manufacturer Warranty.

- a) The Dog Guard transmitter, receiver and/or surge protector must be registered online at [dogguard.com](http://dogguard.com) within the first 30 days after purchase.
- b) Proof of purchase, such as a sales receipt, may be required at the Manufacturer's discretion.
- c) The transmitter, receiver and/or surge protector must be provided or shipped, at the Customer's expense, to your local Dealer. If your local Dealer is not available, the product may be shipped directly to the Manufacturer, at the Customer's expense and upon pre-approval from Manufacturer.
- d) The transmitter, receiver and/or surge protector must not have been previously altered, repaired, or serviced by anyone other than Manufacturer. Each device must not have been subject to misuse, abuse or operation contrary to the instructions contained in the Installation and Training Guide found on [www.DogGuard.com](http://www.DogGuard.com).
- e) Use of any battery other than a Dog Guard branded battery voids the Limited Lifetime Manufacturer Warranty.
- f) After 3 years from the date of sale of any Dog Guard product, Manufacturer may impose a nominal handling and/or repair or replacement charge that is less than the current retail price thereof.
- g) The Limited Lifetime Manufacturer Warranty and any applicable fee does NOT cover any service charge your Dealer may impose for a service call and/or any repair not covered by the Warranty.

**6) LIMITATIONS OF LIABILITY:** Other than as provided in the Limited Lifetime Manufacture Warranty set forth in Section 5 above, neither Manufacturer nor Dealer shall be liable to any claimant, either in tort or in contract, for its or their own negligence or otherwise, with respect to any claim relating to the unit sold under these terms and conditions.

Except to the extent prohibited by applicable law, no other warranties expressed or implied other than those given herein apply. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER AND DEALER BE LIABLE FOR CONSEQUENTIAL DAMAGES SUSTAINED IN CONNECTION WITH A DOG GUARD PRODUCT. IN NO EVENT SHALL THE LIABILITY OF MANUFACTURER AND DEALER EVER EXCEED THE TOTAL PURCHASE PRICE PAID BY CUSTOMER FOR A DOG GUARD PRODUCT. MANUFACTURER AND DEALER NEITHER ASSUME NOR AUTHORIZE ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR IT ANY WARRANTY, GUARANTEE, OBLIGATION OR LIABILITY OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

**7) EFFECTIVENESS OF AGREEMENT:** This agreement becomes binding upon Manufacturer, Dealer and Customer at the time of purchase of a Dog Guard product from the Dealer or directly from Manufacturer.