

Artistry Labs™ Retexturizing System – Aquabrasion Device

LIMITED WARRANTY

WHAT DOES THIS LIMITED WARRANTY COVER?

This Limited Warranty applies only to the original retail purchaser of a new Aquabrasion device as part of the Artistry Labs Retexturizing System (the “**Device**”). This Limited Warranty is not transferable and applies only to the original retail purchaser. Amway Corp. (“**Amway**”) warrants to the original retail purchaser that the Device will not prove defective under normal use for one (1) year from the date of purchase by the original retail purchaser. A Device will be considered “defective” if there is a defect in materials or workmanship, and that defect materially impairs the performance or value of the Device to the original retail purchaser.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover:

- A. Any Device that has been subjected to any use that is different than or inconsistent with the use instructions.
- B. Any Device that has been subjected to any abuse, accident, physical damage, misuse, alteration, neglect, improper temperature, humidity or other environmental conditions (including, without limitation, lightning, flood, or fire).
- C. Any Device that has been improperly repaired, improperly modified, improperly altered or improperly maintained by anyone other than an authorized service warranty representative of Amway.
- D. Any defect or diminished performance that is caused by the use of any part or accessory that is not compatible with the Device.

HOW WILL THE USE OF NON-AUTHORIZED PARTS OR ACCESSORIES AFFECT THE PERFORMANCE OF THE DEVICE?

Performance claims relating to the Device were developed through testing of the complete Device as designed by the manufacturer and require operation of the Device as recommended by the manufacturer. The use of replacement parts or accessory attachments not recommended by the manufacturer may result in damage to the Device and/or diminished performance. Amway does not warrant the performance of any parts or accessories not authorized by Amway or the manufacturer for use with the Device, and Amway is not responsible or liable for any damage caused by or resulting from the use of any non-authorized parts or accessories.

WHAT WILL AMWAY DO IF YOUR DEVICE IS DEFECTIVE?

If, after timely notification of the claimed defect, any Device is determined by Amway to be defective during the Limited Warranty period, then at Amway’s option, Amway will

either replace the defective Device at Amway's expense or provide a refund of the proportional purchase price.

HOW AND WHEN MUST YOU MAKE A CLAIM UNDER THIS LIMITED WARRANTY?

For service during the Limited Warranty period, please contact Amway for instructions BEFORE returning the Device:

- FOR THE U.S.: Please call 1+ (800) 253-6500 Monday – Friday, 9 am to 11 pm EST. Or, email customer.service@amway.com.
- FOR CANADA: Please call 1+ (800)-265-5470 Monday – Friday, 9 am to 11 pm EST. Or, email customer.service.ca@amway.com.

If you are instructed to return the Device to Amway, you must include a copy of your sales receipt or other proof of purchase and a brief description of the product issue.

Upon receipt of the Device, Amway will determine, in its reasonable discretion, whether the Device is defective. By accepting a returned Device for inspection, Amway does not concede that the returned Device is defective. Amway will bear the expense of shipping, both ways, with respect to the replacement of any defective Device within the Limited Warranty period. If Amway determines that the Device is not defective, it will be returned to the original retail purchaser at Amway's expense.

OTHER IMPORTANT LIMITATIONS

If Amway fails to replace or provide a refund of the proportional purchase price for any Device determined to be defective by Amway within a reasonable time, Amway's liability under this Limited Warranty will in no event exceed the proportional purchase price of the defective Device. Except as provided under Federal, State or Provincial laws, no person is authorized to or may modify or expand this Limited Warranty, waive any of the conditions or limitations of this Limited Warranty or make any different or additional warranties with respect to the Device, and no such modifications, expansions, waivers or different or additional warranties shall be effective unless made in writing and signed by an authorized officer of Amway.

Except as provided under Federal, State or Provincial laws, this Limited Warranty sets forth the original retail purchaser's sole and exclusive remedies for any defect in the Device, and THE WARRANTIES STATED IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXCEPT FOR THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER NON-DISCLAIMABLE WARRANTY IMPOSED BY FEDERAL, STATE OR PROVINCIAL LAW. NO SUCH NON-DISCLAIMABLE WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OR CONDITION OF MERCHANTABILITY AND THE WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, SHALL EXCEED THE DURATION OF THE LIMITED WARRANTY PERIOD OF THIS LIMITED WARRANTY.

Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province. The laws of some jurisdictions do not permit the exclusion or limitation of certain rights or remedies. Because this Limited Warranty is subject to those laws, some of the limitations or restrictions contained in this Limited Warranty may not apply to you. The provisions of this Limited Warranty are in addition to and not a modification of or subtraction from the statutory warranties provided by state or provincial laws.

AMWAY SHALL HAVE NO LIABILITY TO THE ORIGINAL RETAIL PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT AND BASED ON A BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. IN PARTICULAR, AND WITHOUT LIMITATION, AMWAY SHALL NOT BE LIABLE FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY, NOR LIABLE FOR ANY CLAIM BASED ON ALLEGED NEGLIGENT DESIGN OR MANUFACTURE OF ANY GOODS, OR THE OMISSION OF ANY WARNING WITH RESPECT THERETO. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty is applicable in the United States and Canada.