

# LIMITED WARRANTY



[purplscientific.com](http://purplscientific.com)

**IMPORTANT: BY USING YOUR PURPL SCIENTIFIC INC. ("PURPL") PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE PURPL LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW. DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY.**

## WHAT IS COVERED AND FOR HOW LONG?

The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Purpl Pro Bench:	1 year
Other Accessories:	30 days
Calibration Cartridge:	No warranty

This warranty protects against defects in materials and workmanship from normal use.

## WHAT IS NOT COVERED?

This Limited Warranty is conditioned upon proper use of the product. Proper usage, care, and precautions are found in the User Guide included with the product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by PURPL; (c) defects or damage resulting from excessive force; (d) ordinary wear and tear or normal aging; (e) defects or damage resulting from the use of product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by PURPL; (f) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by PURPL, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (g) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (h) consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; or, (i) a PURPL product that has been modified to alter functionality or capability without the written permission of PURPL.

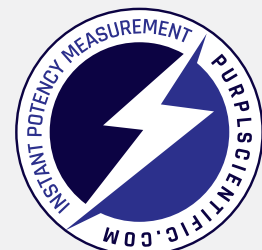
---

## ABOUT

Purpl Scientific (Purpl) is an innovation company dedicated to the evolution of the cannabis industry.

Our products reduce the mystery and guesswork of cannabis quality and chemical composition throughout the complete lifecycle, from cultivation to consumption.

We are an advanced tech organization that prides itself on simplifying complexity. We pack a ton of new generation technologies into our hand-held applications that are exceedingly powerful, amazingly fast, extremely affordable, and controlled with the click of a button.



# LIMITED WARRANTY

PAGE 2



## WHAT ARE PURPL'S OBLIGATIONS?

During the applicable warranty period, provided the product is returned in accordance with the terms of this Limited Warranty, PURPL will repair or replace the product, at PURPL's sole option, without charge. PURPL may, at PURPL's sole option, use rebuilt, reconditioned, or new parts or components when repairing any product, or may replace the product with a rebuilt, reconditioned or new product.

All replaced products, parts, components, boards and equipment shall become the property of PURPL. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

## WHAT MUST YOU DO TO OBTAIN WARRANTY SERVICE?

To obtain service under this Limited Warranty, you must contact PURPL Customer Support at [support@purplscientific.com](mailto:support@purplscientific.com) and provide the sales receipt or comparable proof of sale showing the original date of purchase by the first consumer purchaser, the serial number of the product and the seller's name and address. PURPL Customer Service will troubleshoot the product with you. If Customer Service is unable to resolve the product issues and determines the product to be covered by the warranty, a Return Merchandise Authorization will be issued and you will be asked to mail the product at your own expense to PURPL Scientific Inc. at 20 S. Sarah St., St. Louis, MO 63108. If PURPL determines that any product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such product.

## WHAT ARE THE LIMITS ON PURPL'S LIABILITY?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF PURPL'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL PURPL BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

Nothing in the product instructions or information shall be construed to create an express warranty of any kind with respect to the product or its capabilities. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of PURPL regarding the products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

## WHAT IS THE PROCEDURE FOR RESOLVING DISPUTES?

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE BREACH THEREOF SHALL BE SETTLED BY BILATERAL ARBITRATION ADMINISTERED BY UNITED STATES ARBITRATION & MEDIATION (USA&M) UNDER THEIR CONSOLIDATED ARBITRATION RULES IN ST. LOUIS, MISSOURI. THE PARTIES TO THIS AGREEMENT WAIVE THEIR RIGHTS TO JURY TRIAL AND CLASS ACTION. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Missouri and the United States of America without consideration of conflict of laws.

## SEVERABILITY

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.