



LIV Limited Liability Terms  
and Conditions

Rev. 8/16/2021

**THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.**

**1. WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE**

Thermacell Repellents, Inc. ("Thermacell"), 26 Crosby Dr, Bedford, Massachusetts, USA, warrants to the owner of the enclosed Thermacell LIV-branded product contained in this box ("Product") will be free from defects in materials and workmanship for a period of 4 years from the date of delivery following the original retail purchase (the "Warranty Period"). The Warranty Period is extended for an additional one (1) year if the Product sold to you and installed by an Authorized Partner who, if applicable, enters a valid LIV Pro ID during setup. Notwithstanding the foregoing, the Warranty Period for a factory refurbished Product is one (1) year, even if installed by an Authorized Partner. If the Product fails to conform to this Limited Warranty during the Warranty Period, Thermacell will, at its sole discretion, either (a) repair or replace any defective Product or component; or (b) accept the return of the Product and refund the money actually paid by the original purchaser for the Product. Repair or replacement may be made with a new or refurbished product or components, at Thermacell's sole discretion. If the Product or a component incorporated within it is no longer available, Thermacell may, at Thermacell's sole discretion, replace the Product with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period. This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.

**2. TOTAL SATISFACTION RETURN POLICY**

If you are the original purchaser of the Product and you are not satisfied with

this Product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a full refund.

**3. WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO CLAIM UNDER THIS LIMITED WARRANTY**

Before making a claim under this Limited Warranty, the owner of the Product must (a) visit [thermacell.com/pages/contact-us](http://thermacell.com/pages/contact-us) during the Warranty Period to provide notice of your warranty claim and describe the alleged failure, and (b) comply with Thermacell's (or its authorized distributor's) return shipping instructions. Thermacell will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product (defined below). Thermacell will bear all costs of return shipping to owner and will reimburse any shipping costs incurred by the owner, except with respect to any Ineligible Product, for which the owner will bear all shipping costs. *If the defective piece was purchased from and installed by an Authorized Professional, contact them to receive a replacement piece and service.*

**4. WHAT THIS LIMITED WARRANTY DOES NOT COVER**

This Limited Warranty does not cover the following (collectively "Ineligible Products"): (i) Products marked as "sample" or "Not for Sale", or sold "AS IS"; (ii) Products that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with any User's Guide, Placement Guidelines, or other instructions provided by Thermacell; (c) abuse or misuse of the Product; (d) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane; or (iii) any non-Thermacell branded hardware products, even if packaged or sold with Thermacell hardware. This Limited Warranty does not cover consumable parts unless damage is due to defects in materials or workmanship of the Product, or software (even if packaged or sold with the product). Thermacell recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product's performance and may invalidate this Limited Warranty.

**5. DISCLAIMER OF WARRANTIES**

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERMACELL DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERMACELL ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

**6. LIMITATION OF DAMAGES**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL THERMACELL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND THERMACELL'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

**7. LIMITATION OF LIABILITY**

THE THERMACELL ONLINE SERVICES ("SERVICES") PROVIDE YOU INFORMATION ("PRODUCT INFORMATION") REGARDING YOUR LIV PRODUCTS OR OTHER PERIPHERALS CONNECTED TO YOUR PRODUCTS ("PRODUCT PERIPHERALS"). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO YOUR PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". THERMACELL DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND THERMACELL DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT.

**8. YOUR RIGHTS AND THIS LIMITED WARRANTY**

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.