

LIMITED WARRANTY ON MYMODE Your life, Your mode

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

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 OR REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

TRACY ANDERSON MIND AND BODY, LLC, ("we") extend this limited warranty only to the consumer who originally purchased the product ("you"). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the MYMODE Your life. Your mode (the "product") for the Warranty Period as defined below.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for twelve (12) months (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

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 (b) refund the purchase price of such product. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call or email us at mymode@tracyandersonmethod.com during the Warranty Period to obtain a Defective Merchandise Authorization ("DMA") number. No warranty service will be provided without a DMA 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?

(a) Upon the occurrence of any dispute or disagreement with us arising out of or in connection with any product covered by this limited warranty (in each case, a "Dispute"), the Dispute shall be submitted to arbitration in New York, New York, administered by the American Arbitration Association ("AAA"), or its successor, in accordance with the AAA rules and procedures then in effect and under the laws of the state of the New York. You agree that any and all Disputes that are submitted to arbitration in accordance with this limited warranty shall be decided by one (1) neutral arbitrator who is a retired judge or attorney licensed to practice law in New York who is experienced in products liability. If we are unable to agree on an arbitrator, AAA shall designate the arbitrator. You and we will cooperate with AAA and with one another in selecting the arbitrator and in scheduling the arbitration proceedings in accordance with applicable AAA procedures. The arbitration shall be conducted in accordance with the AAA rules. Any party may commence the arbitration process called for in this limited warranty by filing a written demand for arbitration with AAA, with a copy to the other party. The party seeking arbitration must submit the following in addition to any demand or filing required by AAA: a full and specific description of the claim(s) under this limited warranty including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claim and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The parties expressly acknowledge and understand that they each are waiving their respective rights to have any Dispute between the parties hereto adjudicated by a court or by a jury.

(b) The parties recognize that their relationship is unique and that each purchaser of products covered by this limited warranty is situated differently from all other purchasers, and that no one purchaser can adequately represent the interest of others. Therefore, you agree that any arbitration, suit, action or other legal proceeding shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated or similar basis.