



**ONTYTE™ PRODUCTS ARE COVERED BY A LIMITED CUSTOMER WARRANTY. PLEASE READ THE WARRANTY AND PRODUCT WARNING INFORMATION BEFORE USE.**

### **LIMITED CUSTOMER WARRANTY**

IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONTYTE, LLC ("ONTYTE") PROVIDES THE FOLLOWING LIMITED WARRANTY:

ONTYTE WARRANTS THAT FOR 30 DAYS AFTER PURCHASE THE PRODUCT WILL BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS UNDER NORMAL USE AS EQUESTRIAN STIRRUPS AND/OR BOOTS OR ONTYTE WILL, AT ITS OPTION, EITHER REPAIR OR REPLACE A DEFECTIVE PRODUCT AT NO CHARGE TO CUSTOMER FOR PARTS OR LABOR FOR THE TIME PERIOD SET FORTH ABOVE.

LIMITATIONS OF AND CONDITIONS TO ABOVE WARRANTY: THIS WARRANTY DOES NOT APPLY: (1) TO A PRODUCT WHICH HAS BEEN SUBJECTED TO MISUSE, ABNORMAL USE OR FORCE OR HANDLING, OR WHICH HAS BEEN ALTERED OR MODIFIED AFTER PURCHASE BY CUSTOMER, OR WHICH HAS NOT BEEN PROPERLY MAINTAINED; (2) TO DAMAGES RESULTING IN WHOLE OR PART FROM NATURAL DISASTERS; (3) IF ONTYTE IS NOT NOTIFIED WITHIN 72 HOURS OF DISCOVERY OF OR OCCURRENCE OF DEFECT, BUT NOT MORE THAN 10 DAYS AFTER PURCHASE FOR DEFECTS DISCOVERABLE BY INSPECTION.

THE ABOVE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY ONTYTE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS EQUESTRIAN STIRRUPS AND/OR BOOTS. THE WARRANTY DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED AND REMEDY AVAILABLE. CORRECTION OF DEFECTS, IN THE MANNER AND FOR THE PERIOD OF TIME DESCRIBED HEREIN, SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL LIABILITIES AND RESPONSIBILITIES OF ONTYTE WITH RESPECT TO THE PRODUCT AND SHALL CONSTITUTE FULL SATISFACTION OF ALL CLAIMS, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

IN NO EVENT SHALL ONTYTE BE LIABLE FOR ANY COMPENSATORY DAMAGES OR FOR ANY SPECIAL, INCIDENTAL,

CONSEQUENTIAL, ECONOMIC OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PERSON OR PROPERTY OR UNDER ANY OTHER LEGAL THEORY.

THE WARRANTY PROVIDED HEREIN IS GRANTED ONLY TO THE ORIGINAL CUSTOMER WHO PURCHASES THE PRODUCT FOR USE AND NO OTHER PERSON OR ENTITY AND IS NOT TRANSFERABLE TO, NOR DO ANY OF ITS BENEFITS ACCRUE TO, ANY SUBSEQUENT OWNER OF THE PRODUCT OR ANY OTHER PERSON OR ENTITY; THE LIMITATIONS, HOWEVER, APPLY TO ALL PERSONS AND ENTITIES. ALL PROCEEDINGS IN A CLAIM MADE MORE THAN 180 DAYS AFTER THE CLAIM AROSE SHALL BE BARRED. ANY LEGAL PROCEEDINGS SHALL BE HELD IN THE COURTS OF, AND UNDER THE INTERNAL LAWS OF, THE STATE OF WISCONSIN.

ALL WARRANTY CLAIMS SHALL BE LIMITED TO THE FOLLOWING PROCEDURES: AFTER REQUIRED TIMELY CUSTOMER NOTICE TO ONTYTE, CUSTOMER SHALL PROMPTLY RETURN THE DEFECTIVE PRODUCT TO ONTYTE'S FACTORY OF ORIGIN AT BUYER'S EXPENSE FOR ONTYTE'S DETERMINATION WHETHER THE PRODUCT IS DEFECTIVE. IF THE DEFECT CLAIM IS COVERED BY THIS WARRANTY, THE REPAIRED OR REPLACED PRODUCT WILL BE SHIPPED TO CUSTOMER BY ECONOMY/GROUND SERVICE AT ONTYTE'S EXPENSE. IF ONTYTE DETERMINES THE PRODUCT IS NOT DEFECTIVE, SHIPPING AND HANDLING TO CUSTOMER WILL BE AT CUSTOMER'S EXPENSE.

NOTE: THE PRODUCT IS PACKAGED WITH USER SAFETY AND USE WARNINGS. THE PRODUCT SHOULD NOT BE USED PRIOR TO READING THESE WARNINGS.

### ***PRODUCT WARNINGS***

- Do not disassemble, product contains powerful magnets
- Stirrups should never be placed near sensitive electronic equipment
- Riding with Ontyte does not eliminate stirrup loss, nor the risk of getting caught/hung-up if a fall occurs
- Ontyte equipment should be checked each time before riding, including regular maintenance and fastening of parts/screws

### ***WE PROTECT OUR INTELLECTUAL PROPERTY***

Ontyte LLC has U.S.A., European and International patents awarded and pending for the Magnetic Stirrup System (Magnetic Stirrups, Boot Sole, and Secondary Straps/Covers). Ontyte will protect its intellectual property rights in all instances.