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- You are solely and fully responsible for the safe operation of the Products at all times.
- You agree that the Products are machines that may malfunction, even if the Products are properly maintained, and that such malfunction may cause injury or damages.
- You agree that using the Products involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to you or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You agree that such risks, dangers, and hazards are your sole responsibility.
- You agree that if your use of any of the Products, and/or related equipment causes any injury or damage to another person or property, then you will be liable for any and all consequences, claims,

demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown.

- 7. 2-Year Limited Warranty. PedalCell's bicycle generator line of products ("CadenceX") are warranted to the original purchaser to be free from defects in material or workmanship for a period of two years from the date of the original retail purchase. This warranty does not cover defects or damage due to improper installation, alteration, accident or any other event beyond the control of the manufacturer. Defects or damage resulting from misuse, abuse or negligence will void this warranty. This warranty does not cover scratching, scuffs, discoloring or other damage that may result from normal usage. CadenceX sold through PedalCell's website or distributors are not intended for institutional or commercial use; PedalCell does not assume any liability for such use. Institutional or commercial use will void this warranty. This warranty is nontransferable and is expressly limited to the repair or replacement of the defective CadenceX. During the warranty period, PedalCell shall repair or replace defective parts of CadenceX at no cost to the purchaser. Shipping charges and insurance are not covered and are the responsibility of the purchaser. Labor charges and related expenses for removal, installation or replacement of CadenceX or components are not covered under this warranty. PedalCell reserves the right to make substitutions to warranty claims if parts or unavailable or obsolete. PedalCell shall not be liable for loss of use of CadenceX or other consequential or incidental costs, expenses or damages incurred by the consumer of any other use. The user assumes all risk of injury resulting from the use of CadenceX. This warranty is expressly in lieu of all other warranties, expressed or implied, including warranties of PedalCell nor any of its representatives assumes any other liability in connection with this product. All warranty claims must be made through the retailer where CadenceX was originally purchased. A purchase receipt or other proof of date of purchase will be required to process all warranty claims. The model number and part numbers found within the assembly instructions will be required when submitting any parts requests or warranty claims. For further warranty information or inquiries, please contact info@pedalcell.com.
- 8. Damaged Products. If a Product purchased directly through the Website arrives damaged (each a "Damaged Product"), you may return the Damaged Product to PedalCell for repair or replacement. Requests for repair or replacement must be reported in writing to PedalCell within fourteen (14) days after you have received the Damaged Product. Upon request to info@pedalcell.com. PedalCell will provide a prepaid shipping label for the return of such Damaged Product to PedalCell. Upon receipt of the Damaged Product, PedalCell will, in its sole discretion, either repair the Damaged Product or send a replacement.
- **9. Revisions to the Terms of Use.** PedalCell may at any time, in its sole discretion and without notice, revise or modify these Terms of Use or the Privacy Policy. You are bound by any such revisions and should periodically visit this Website to review the current Terms of Use and Privacy Policy pages.
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