

Belava "Indulgence" Chair Warranty & Return Policy



FOR QUESTIONS, PLEASE CALL 1-888-708-7131



 **elava** | the art of a safe pedicure

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DAMAGED GOODS

If Belava products look to be damaged upon receipt, please document the damage, notify the carrier's delivery person and obtain a signature as acknowledgment. If the package was dropped off, please obtain a photograph of the damaged goods (if possible) as we will be assisting you in holding the carrier responsible for the damage. Please notify us immediately by contacting sales@belava.com.

For Heater/Massager Units, Pedicure Tubs, or Disposable Liners that arrive damaged, Belava will pay for a replacement to be shipped if the damage is properly signed for and an image of the damage is submitted to us. If the customer does not want the replacement unit, the product may be returned for credit according to the return policy described above.

For Indulgence Chairs that arrive damaged, Belava will pay for replacement parts to be shipped if the damage is properly signed for and an image of the damage is submitted to us. If the customer does not want the replacement part, or refuses the item, the return policy above will apply and return freight costs will be deducted from the refund.

Damage not reported to Belava within 3 days of delivery will be considered damage as a direct result of use and will be subject to the product's limited manufacturer's warranty.

BELAVA HEATER/MASSAGER UNIT

The Belava heater/massager unit has a one year limited warranty. Should you receive a unit damaged during shipment, please respond according to the standard policy for damaged shipment. Should you experience problems with the unit during use (unrelated to water damage/exposure) please notify us immediately by contacting sales@belava.com. Be sure to include your name, telephone number to contact, date of purchase and possibly reason/cause of malfunctioning. Refund or replacement, if applicable, will be provided upon Belava's receipt of the damaged unit.

BELAVA PEDICURE TUB

The Belava footbath has a lifetime warranty. Should the Belava footbath incur damage or be damaged upon delivery, Belava will replace your footbath free of charge. Please be sure to specify the color of the tub to be replaced when contacting us.

or exchange your own product. Upon receipt of the replacement product, the original product becomes the property of Belava and you agree to follow instructions, including, if required, arranging the return of original product to Belava in a timely manner. When providing service in which the customer installs replacement parts and the return of the original product part is required, Belava may require credit card authorization as security for the retail price of the replacement part and applicable shipping costs. If you follow instructions, Belava will cancel the credit card authorization, so you will not be charged for the part and shipping costs. If you fail to return the replaced product or part as instructed, Belava will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, Belava may require that you furnish proof of purchase details.

RETURN POLICY

If you are unsatisfied with a Belava product you have purchased from us, you may return the product within 30 days of its purchase. For a full refund of the product cost, the product must be in **resalable** condition. Original shipping charges are not refundable and the customer is responsible for return shipping charges. **All products must be returned in their original packaging, so we ask you to keep your packaging for at least the first 30 days after purchase.**

Belava is not responsible for lost or damaged return shipments. When returning the product, please use a carrier that provides shipment tracking information with proof of delivery. **Please take care to package the item you are returning to protect it during shipment. Belava reserves the right to reduce the amount of the refund if a product is returned in damaged condition, whether from use or shipment.**

If you are returning a product that has been opened and/or partially used (i.e. box of liners opened, missing number of liners, used pedicure tub), a 10% restocking fee will apply, Belava will issue a partial refund upon receipt and inspection of returned goods.

When returning the item please contact sales@belava.com with the following information: your name, contact number, date of purchase, invoice number, item(s) to be returned, condition of item(s) to be returned, date of return shipment, tracking number, and reason for return.

Once your return has been received, Belava will contact you to confirm and process your refund.

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BELAVA ONE (1) YEAR LIMITED WARRANTY FOR PEDICURE CHAIRS

Belava's warranty obligations for Belava's Pedicure Chair are limited to the terms set forth below:

Belava LLC ("Belava") warrants this Belava-branded product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Belava will either (1) repair the defect at no charge, using new or refurbished replacement parts or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. Belava may request that you replace defective parts with new or refurbished user-installable parts that Belava provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions by Belava, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Belava's property. Parts provided by Belava in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. Belava is not liable (i) for Belava parts used improperly in products not claimed under the warranty service (ii) for Belava parts used improperly, or outside the scope of Belava instructions, in products claimed under the warranty service.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to products manufactured by or for Belava that can be identified by the "Belava" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Belava products, even if packaged or sold with Belava products. Manufacturers, suppliers, or publishers, other than Belava, may provide their own warranties to the end user purchaser, but Belava, in so far as permitted by law, provides their products "as is".

Belava does not warrant that the operation of the product will be uninterrupted or error-free. Belava is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by the end-user or end-user's intended clientele; (b) to damage caused by or inadequate packaging of product being returned to Belava for repair or exchange (c) to damage caused by use with non-Belava products; (d) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by Belava (Belava does not warrant this chair for use by persons weighing over 250 lbs.); (f) to damage caused by service

performed by anyone who is not a representative of Belava; (g) to a product or part that has been modified to alter functionality of capability without the written permission of Belava; (h) to cosmetic damage, including but not limited to scratches, dents and broken plastic or metal; or (i) if any Belava serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. BELAVA'S RESPONSIBILITY FOR PRODUCT DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY BELAVA IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. No Belava reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality of enforceability of the remaining terms shall not be affected impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, BELAVA IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OBTAINING WARRANTY SERVICE

If the product is not functioning properly, please contact a Belava representative. When calling, a Belava representative will help determine whether your product requires service and, if it does, will inform you how Belava will provide it. You must assist in diagnosing issues and follow Belava's warranty processes.

Belava may restrict service to the fifty states of the United States of America and the District of Columbia, and may provide service (i) by sending you prepaid way bills to enable you to ship the product to Belava for service, or (ii) by sending you new or refurbished customer-installable replacement product parts to enable you to service