

Our Limited Warranty and Warranty Period

When we use the terms "we," "us" and "our," we are referring to the Company, and when we use the terms "you" and "your" we mean the original end-user customer. Our products are guaranteed to be free from defects in material and workmanship under normal and intended use for a period of 90 days from the date of your purchase. The 90 day warranty above became effective on February 18, 2005 as to Learning Curve Products. For all Learning Curve Products purchased prior to February 18, 2005 and for all Learning Curve products purchased after February 18, 2005 where the product packaging, labeling or product inserts accompanying the product indicated that the product has a lifetime guarantee or is unconditionally guaranteed for life, Learning Curve will continue to honor such guarantee.

Replacement/Credit

If our product fails to meet our limited warranty during the warranty period, we will, at our option, replace the product free of charge, or provide you with a replacement of comparable value. Any replacement may be conditioned upon the return of the defective product to us at our expense.

What Our Limited Warranty Does Not Cover

We offer this limited warranty only when the product is used by the original end-user customer. We offer no other warranty. Additionally, while our warranty is excellent, there are other limits to it. We offer NO WARRANTY in cases of damage in transit, inadequate care or neglect, abuse, abnormal use, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow product instructions, immersion in water (except for products specifically identified by us in writing as intended for water use), battery leakage or improper installation, improper storage or maintenance of the products, or improper service or causes not arising out of defects in materials and workmanship.

Disclaimer of Other Warranties

THE EXPRESS WARRANTIES IN THE PRECEDING SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. However, to the extent applicable law does not permit disclaimers of certain implied warranties, such warranties are limited to the warranty period identified above. Some states and countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Limitation on Damages

IN NO EVENT SHALL WE BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. OUR AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS IS LIMITED TO THE MONIES PAID TO US

State Variations

This warranty gives you specific legal rights, and you may also have other rights which vary based on state, province or country.

Contact Us

If you have a warranty claim or request, or any customer care questions, please contact us:
The First Years: 800-533-6708 or via email at parents-service-center@thefirstyears.com
Learning Curve: 800-704-8697 or via email at cs@learningcurve.com