

Koala Kare Products, a Division of Bobrick Washroom Equipment, Inc.

Provider of Family Friendly Solutions

Koala Limited Warranty

Koala Kare Products, a division of Bobrick Washroom Equipment, Inc. (“Koala”) warrants that its products (“Products”), under normal use and service and with proper maintenance, will be free from defects in material and workmanship for the following periods from the date of delivery to the initial purchaser of the Products, either directly from Koala or from an authorized distributor (“Purchaser”):

- Baby changing station, child protection seat, infant seat cradle, high chair, booster: five (5) years
- Adult changing station: three (3) years
- All other items: one (1) year

The warranty does not include replacement parts and replacement kits. Further, products handled by distributors outside of Koala’s authorized distributor partners are not included in the warranty either. The warranty does not cover damages due to normal wear and tear.

This warranty is *limited* to, at the sole discretion of Koala, the repair or replacement of the defective item, provided that such an item is returned to Koala, transportation prepaid by the Purchaser, for Koala’s inspection and approval.

The warranty will be considered void under the following circumstances:

- Improper use, installation, maintenance, failures due to third-party components or misapplication, commercial misuse, overloading, or failure to follow instructions.
- Unauthorized modifications: any dismantling, modification or tampering with the Products.
- Transfer of ownership of the Product to any third-party other than sale from an authorized distributor to a Purchaser.
- Environmental damage: any damaged caused by fire, flood, earthquake, storm or other Acts of God.

Claim Process

- All Warranty claims must be submitted in writing to Koala at customerservice@koalabear.com within 30 days of discovery of the defect, otherwise, the warranty is waived.
- Koala reserves the right to require the return of the Product for factory inspection, at Purchaser’s expense, prior to making any determination as to the applicability of the warranty.
- Koala will review the claim to determine whether the defect is covered under the warranty. Koala’s determination of whether a defect is covered under warranty is final and binding.

Vandalism Replacement Policy

A Purchaser who experiences vandalism to their Koala-branded Baby Changing Station, regardless of the age or type of unit, can purchase the same or similar unit (as determined by Koala in their sole discretion) directly from Koala for a small deductible (1/3 of the then list price at the time the claim is made for the Baby Changing Station, plus freight, FOB Centennial, CO). Only Koala-branded Baby Changing Stations, and no other Product, are covered under this vandalism replacement policy. Private label and relabeled Baby Changing Stations are excluded from this vandalism replacement policy.

The vandalism claim must be approved by Koala to authorize a replacement. The Purchaser must document the vandalism in writing through Koala Customer Service (customerservice@koalabear.com), who will

investigate and verify the claim. Purchaser's will be asked to provide a photograph and description of the vandalism, original purchase information and shipping information. Koala reserves the right to have the unit shipped back to our offices for inspection at the Purchaser's expense to validate any claim. Once the claim is approved by Koala, a new unit will be shipped directly to the Purchaser, based on credit approval for the sale. The vandalism replacement policy does not involve distribution, so as to maintain simplicity and ease of replacement. It is not meant to circumvent distribution as the primary method of sale.

LIMITATIONS AND EXCLUSIONS

THE WARRANTY PROVIDED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON KOALA'S PART. KOALA NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR KOALA, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY KOALA PRODUCTS.

SOLE AND EXCLUSIVE REMEDY

KOALA'S OBLIGATIONS CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO PURCHASER WITH RESPECT TO THE PRODUCTS. PURCHASER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITES, PURCHASER ALSO AGREES THAT, REGARDLESS OF THE FAILURE OF THIS SOLE AND EXCLUSIVE REMEDY, KOALA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF WHATSOEVER KIND OR NATURE.

DAMAGES EXCLUSIONS AND LIABILITY LIMITATIONS

IN NO EVENT SHALL KOALA BE LIABLE TO THE PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DELAY, DAMAGES TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCTS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE. KOALA MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY KOALA OR USE OF KOALA PRODUCTS IN CONNECTION THEREWITH. THE TERM "PURCHASER," AS USED IN THIS WARRANTY, SHALL BE DEEMED TO MEAN THAT PERSON OR ENTITY TO WHOM THE PRODUCT IS ORIGINALLY DELIVERED, EITHER DIRECTLY FROM KOALA OR THROUGH AN AUTHORIZED DISTRIBUTOR, AND NO OTHER PERSON OR ENTITY.

THE PARTIES INTEND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AS DETAILED HEREIN AND BELOW AS AN INDEPENDENT AGREEMENT APART FROM THE SOLE AND EXCLUSIVE REMEDY HEREIN.

KOALA'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE PRODUCTS SHALL NOT EXCEED THE LESSER OF: (A) THE AMOUNT ACTUALLY PAID TO KOALA FOR THE SPECIFIC DEFECTIVE PRODUCT COMPONENT, OR (B) THE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENT AS DETERMINED BY KOALA IN ITS SOLE DISCRETION. ANY LEGAL CLAIM OR LAWSUIT RELATED TO THE PRODUCTS USE OR THIS

WARRANTY MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE OF DISCOVERY,
OTHERWISE, IT IS WAIVED.

In the event the terms of this warranty conflict with any terms and conditions of sale previously agreed to
between the Parties, the terms of this warranty shall control.

Effective: January 2016

Revised: June 6, 2025