

LIMITED PRODUCT WARRANTY

Smith-Root provides this limited warranty to the purchaser of this electrofishing product. This warranty is not assignable or transferable to any party.

Smith-Root, Inc. warrants that this Product is free from defects in material and workmanship that would result in Product failure during normal usage, according to the following terms and conditions:

The limited warranty for the Product extends for the length of ownership beginning on the date of the purchase of the Product by the original purchaser for a period of 1 year.

The Product must be purchased from Smith-Root, Inc. or an authorized distributor.

During the limited warranty period, Smith-Root, Inc. will repair, or replace, any defective parts, or any parts with new or refurbished replacement items if such repair or replacement is needed because of product malfunction or failure during normal usage. This warranty does not cover damage due to normal wear and tear. This warranty does not cover damage to the Product due to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, and immersing the Product in a lake or a stream. This warranty does not cover unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or battery leakage, theft, blown fuse, or improper use of any electrical source, or damage caused by the connection to other products. This warranty does not cover damage caused by shipping by the Purchaser. This warranty does not cover damage from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, or an Act of God.

This limited warranty does not cover consumable items that are sold with or are part of the Product. Consumable items include, but are not limited to: batteries, suspension systems, rat tails, battery chargers, electrode poles, electrode rings, footswitch, dip nets, carry cases, accessory items, and/or suspension systems.

All claims under this warranty must be made in writing to Smith-Root, Inc. within 30 days of the alleged defect or malfunction of the Product. All claims must be made by first contacting the Customer Service Department at Smith-Root, Inc. and following the written instructions provided by a Smith-Root, Inc.'s representative.

The Purchaser shall bear the cost of shipping the Product to Smith-Root, Inc. Smith-Root, Inc. shall bear the cost of shipping the Product back to the Purchaser provided that the damage was covered under this limited warranty. The Purchaser is responsible for any and all parts or labor charges not covered by this limited warranty. Product is not covered under the terms and conditions of this limited warranty, the Purchaser will be notified and given an estimate of the charges the Purchaser must pay to have the Product repaired, with all shipping charges billed to the Purchaser. If the estimate is refused, the Product will be returned freight collect.

Smith-Root, Inc. at its sole option, in lieu of repair, may provide a replacement Product or refund the purchase price of the Product.

Smith-Root, Inc. at its sole option and in the course of a warranty repair, may install reconditioned components that are in compliant with product performance and reliability specifications.

ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL BE LIMITED TO THE DURATION OF THE FOREGOING WRITTEN WARRANTY. OTHERWISE, THE FOREGOING LIMITED WARRANTY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SMITH-ROOT, INC. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS and INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SMITH-ROOT, INC. KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. SMITH-ROOT, INC. SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED.

PURCHASER ACKNOWLEDGES THAT THE PRODUCT GENERATES HIGH VOLTAGES AND/OR CURRENTS FOR USE IN WATER. PURCHASER FURTHER RECOGNIZES THAT THE PRODUCT SHOULD ONLY BE USED BY A PERSON SKILLED IN THE USE OF ELECTRO-FISHING EQUIPMENT. SMITH-ROOT ACCEPTS NO RESPONSIBILITY FOR THE TRAINING OF THE PURCHASER OR THE PURCHASER'S AGENT, EMPLOYEE'S AND/OR CONTRACTORS IN THE USE OF THIS PRODUCT.

Smith-Root, Inc. neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.

This is the entire warranty between the Smith-Root, Inc. and the Purchaser and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product and no representation, promise or condition not contained herein shall modify these terms.

Purchaser consents that any dispute between Smith-Root, Inc and Purchaser pursuant to the purchase of the Product will be governed by the laws of the State of Washington, without regard to its conflict of laws principles. Purchaser consents to the exclusive jurisdiction of and venue in the state and federal courts located in the State of Washington, Clark County.

Any dispute or claim that arises out of or that relates to this warranty, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

The above limited warranty is effective January 1, 2009.