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ExoTube® 3-Year Limited Warranty

Suspended Aquatic Mentor, Inc. (SAM, Inc.) warrants this product to be free from defects in material and workmanship for a period of three (3) years from date of sale.

This warranty is extended by SAM, Inc. only to the first purchaser of the product from either SAM, Inc. or from an authorized SAM, Inc. distributor.

SAM, INC.'S OBLIGATIONS AND PURCHASER'S REMEDIED UNDER THIS WARRANTY ARE LIMITED AS FOLLOWS:

In the event of a defect or failure to conform to warranty, purchaser shall provide SAM, Inc. with photographic evidence of said defect or failure to conform. If repair is possible, purchaser shall (**only upon receiving an Return Material Authorization (RMA) number**) return this product to SAM, Inc. with shipping charges prepaid. **SAM, Inc. shall repair or replace (at SAM, Inc.'s option) this product in the first three (3) months if it is defective or fails to conform to this warranty, and shall return it to the purchaser without any additional charges due to costs of repair or replacement. For products older than 3 months, a Prorated Discount will be offered towards the purchase of replacement tubes, according to the following schedule: 50% in months four to six (4-6), 25% in months seven to twelve (7-12) and 15% in months thirteen to thirty-six (13-36), based on the purchase price. Return shipping charges are the responsibility of the customer.**

In the event the product returned by the purchaser is not defective and does not conform to this warranty, SAM, Inc. shall not be obligated for shipping charges for return of this product to the purchaser.

SAM, Inc. shall in no event be liable for any consequential damages, not for loss, damages or expenses directly or indirectly arising from the use of this product.

Disclaimer of other Warranties:

THIS WARRANTY IS IN PLACE AND IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE BY OPERATION LAW OR OTHERWISE.

This warranty does not apply to damages resulting from accident, alteration, misuse, abuse of the product, improper preventative maintenance, and storage at extreme temperatures or extreme environments beyond design limits or improper use of this product by untrained persons. Stress cracks, tears on the surface of the tube resulting from excessive bending, picking, dragging or wrapping of the towline around the tube, are not covered under this Limited Warranty.

SAM, Inc. has not authorized any other firm or person to make any representations concerning this product nor assume on behalf any liability in any way connected with the sale or use of this product.

This warranty becomes void immediately should any repairs or alterations to this warranted product be made without authorization by SAM, Inc.