



Fishmaster® Product Limited Warranty

1. What This Limited Warranty Covers; Period of Coverage

This Fishmaster® Product Limited Warranty applies to manufacture's defects to Fishmaster®. Fishmaster® warrants to the original purchaser of the Product that the Product will be free from defects in materials and workmanship for a period of (5) years from the date of original purchase (the "Warranty Period"). If the Product fails to conform to the Fishmaster® Product Limited Warranty during the Warranty Period, Fishmaster® will, at its sole discretion, either (a) repair or replace any defective Product; or (b) accept the return of the Product and refund the money actually paid by purchaser for the Product. This is your sole and exclusive remedy for breach of this warranty. Any Product that has either been repaired or replaced under this Fishmaster® Product Limited Warranty will have warranty coverage for the longer of (90) days or the remaining Warranty Period.

2. Warranty Conditions; How to Get Service

Fishmaster's warranty obligations are conditioned on the owner (a) notifying Fishmaster® by calling 877-777-8693 during the Warranty Period and providing a description and pictures of the alleged failure, and (b) complying with Monster Tower's return shipping instructions.

3. What This Fishmaster Product Limited Warranty Does Not Cover

This Fishmaster® Product Limited Warranty does not cover any of the following:

- 1) Damage to any Product for which the serial number or other identifying markings have been removed or are illegible;
- 2) Damage resulting from improper installation, improper usage, or abuse of the Product;
- 3) Damage resulting from the addition of accessories not approved by the boat manufacturer or Monster Tower®;
- 4) Damage to the surface finish that is a result of negligent or improper maintenance and/or care. Proper steps must be taken to prevent loss of luster and shine;
- 5) Damage caused by misuse, poor maintenance, or failure to maintain the Product, as determined by Fishmaster® in its discretion.

4. DISCLAIMER OF WARRANTIES

EXCEPT AS STATED ABOVE IN THIS FISHMASTER® PRODUCT LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FISHMASTER® DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FISHMASTER® ALSO LIMITS THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THIS FISHMASTER® PRODUCT LIMITED WARRANTY.

5. LIMITATION OF DAMAGES

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL FISHMASTER® BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS FISHMASTER® PRODUCT LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

6. State or Non-U.S. Law

Some states and/or non-US jurisdictions do not allow limitations on how long an implied warranty lasts or exclusions/limitations on incidental or consequential damages, so the above limitations may not apply to you. The disclaimers, exclusions, and limitation of liability under this limited warranty will not apply to the extent prohibited by applicable law.