

**Thump'em Up Fishing LLC (“TUF”)  
Limited Warranty**

**Covered Product:**

Thump'em Up Fishing - **Fish Attracting Thumper**

The following limited warrant applies to all model numbers (as of January 20200

**Buyer:**

The following limited warranty applies to all Buyers who have purchased a Thumper directly from TUF. This limited warranty is not transferrable.

**Warranty Coverage:**

Thump'em Up Fishing warrants the Covered Product to be free of all defects in material and workmanship for one (1) Year under the Free Basic Warranty, and three (3) Years under the Optional Extended Warranty, if purchased separately by the Buyer at the time of product purchase. The warranty period begins on the day of shipment from TUF. This Limited Warranty extends only to products purchased from TUF. This Limited Warranty does not extend to any product that has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) as a result of an act of God; (c) by operation outside the usage parameters stated by TUF; (d) by the use of parts not manufactured, sold or distributed by TUF; (e) by modification of the product; (f) as a result of war or terrorist attack; or (g) as a result of service by anyone other than TUF. This warranty extends to the original Buyer only and is not transferrable. TUF will replace controllers, motors, electrical wiring and wooden material proving defective in material or workmanship. At its sole discretion, TUF may require defective parts to be returned upon receipt of the replacement part. Swapping out of the defective components may be performed by the Buyer or, at the Buyer’s expense, the Buyer may ship the Thumper back to TUF for repair.

For all warranty claims, TUF will assume and cover all expenses related to replacing or repairing a defective part under this Warranty other than the following expenses, which shall be assumed by the Buyer: Costs of shipment of the Thumper to TUF to perform required repairs or shipment of failed components to TUF if required and requested by TUF.

**Warranty Limitations and Exclusions:**

Except as stated above, no other express or implied warranty is made with respect to the goods purchased hereunder.

**EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, TUF MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TUF EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED**

WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

**Limitations of Remedy:**

TUF is not liable for any damages caused by the product or by the failure of the product to perform, including any lost profits, lost savings, incidental damages, or consequential damages. TUF is not liable for any claim made by a third party or made by you for a third party.

This limitation applies whether damages are sought, or a claim made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation cannot be waived or amended by any person. This limitation of liability will be effective even if TUF has been advised by you of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

**State Laws:**

Some states do not allow limitations on how long an implied warranty lasts as well as other limitations on warranties. In such states, the limitations or exclusions of this Limited Warranty may not apply to you. This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state. You are advised to consult applicable state laws for a full determination of your rights.

**How to Obtain Warranty Service:**

Buyer should contact TUF to define the problem, trouble shoot potential solutions and define steps to resolve the problem. Upon determination of any failed components covered by warranty, TUF will mail replacement components at our cost to the Buyer. Buyer is responsible for replacing malfunctioning components and paying the cost to return failed components to TUF (if required). This requires basic tools and understanding of wiring connections.

**Registration:**

Buyers are registered for warranty service based on the date that the product was ordered.

**Notice to Buyer:**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

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