



## **Turbo Swing® Product Limited Warranty**

### **1. What This Limited Warranty Covers; Period of Coverage**

This TurboSwing® Product Limited Warranty applies to manufacturer defects to TurboSwing®. TurboSwing® 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 TurboSwing® Product Limited Warranty during the Warranty Period, TurboSwing® 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 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 TurboSwing® 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**

TurboSwing's warranty obligations are conditioned on the owner (a) notifying TurboSwing® by calling TurboSwing at 855-22-TURBO (855-228-8726) during the Warranty Period and providing a description and pictures of the alleged failure, and (b) complying with TurboSwing's return shipping instructions.

### **3. What This TurboSwing Product Limited Warranty Does Not Cover**

This TurboSwing® 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 and TurboSwing®;
- 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 TurboSwing® at its discretion.

### **4. DISCLAIMER OF WARRANTIES**

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

### **5. LIMITATION OF DAMAGES**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL TURBOSWING® BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS TURBOSWING® 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.