

5-Year Limited Warranty

1. What This Limited Warranty Covers; Period of Coverage

This Limited Warranty applies to manufacturer's defects to TurboSwing® or TowRescue® towbar (the "Product") distributed by Monster Tower. Monster Tower warrants to the owner of the Product that the Product will be free from defects in materials and workmanship for a period of five (5) years from the date of original purchase (the "Warranty Period"). If the Product fails to conform to the Limited Warranty during the Warranty Period, Monster Tower 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 Limited Warranty will have warranty coverage for the longer of ninety (90) days or the remaining Warranty Period.

2. Warranty Conditions; How to Get Service

If you believe the Product may be defective, you may contact Monster Tower at 855-22-TURBO (855-228-8726). Monster Tower's warranty obligations are conditioned on the owner (a) notifying Monster Tower by calling the number above during the Warranty Period and providing a description of the alleged failure, and (b) complying with Monster Tower's return shipping instructions.

3. What This Limited Warranty Does Not Cover

This 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) 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 Monster Tower in its discretion. For any TurboSwing product, this includes exceeding towing capacity of 400 pounds for XM model, exceeding 600 pounds for XL and XXL models, and exceeding 500 pounds for all other models.

4. DISCLAIMER OF WARRANTIES

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

5. LIMITATION OF DAMAGES

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL MONSTER TOWER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND MONSTER TOWER'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS 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. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this limited warranty will not apply to the extent prohibited by applicable law.