

MINI THUMPER™ LIMITED WARRANTY

Covered Product: Mini Thumper™ and Mini Thumper™ Pro Fish Attractor

Effective as of July 26, 2024 — applies to all model numbers

1. Buyer Eligibility

This Limited Warranty applies to all Buyers who have purchased a Mini Thumper™ directly from MINI THUMPER™. This Limited Warranty is not transferrable.

2. Warranty Coverage

MINI THUMPER™ warrants the Covered Product to be free of all defects in material and workmanship for ninety (90) days under this Limited Warranty. The warranty period begins on the day of shipment from MINI THUMPER™. This Limited Warranty extends only to products purchased from MINI THUMPER™ and to the original Buyer only; it is not transferrable.

This Limited Warranty does not extend to any product that has been damaged or rendered defective as a result of:

- Accident, misuse, or abuse;
- An act of God;
- Operation outside the usage parameters stated by MINI THUMPER™;
- The use of parts not manufactured, sold, or distributed by MINI THUMPER™;
- Modification of the product; or
- Service performed by anyone other than MINI THUMPER™.

MINI THUMPER™ will replace controllers, solenoids, electrical wiring, dials, cables, electronics, and plastic materials proving defective in material or workmanship. At the Buyer's expense, the Buyer may ship the Mini Thumper™ back to MINI THUMPER™ for repair and/or replacement, at the sole discretion of MINI THUMPER™.

During the 90-day warranty period, MINI THUMPER™ will assume and cover all expenses related to replacing or repairing a defective part under this Limited Warranty, except for the cost of shipping the Mini Thumper™ to and from MINI THUMPER™, or shipment of failed components to and from MINI THUMPER™, when required and requested by MINI THUMPER™ — these costs shall be assumed by the Buyer.

3. 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, MINI THUMPER™ MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MINI THUMPER™ 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.

4. Limitations of Remedy

MINI THUMPER™ 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. MINI THUMPER™ 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 and will remain effective even if MINI THUMPER™ has been advised of the possibility of such damages. This limitation of liability also applies to claims for personal injury.

5. State Law Variations

Some states do not allow limitations on how long an implied warranty lasts, or 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, and you may also have other rights that vary from state to state. You are advised to consult applicable state laws for a full determination of your rights.

6. How to Obtain Warranty Service

Buyer should contact MINI THUMPER™ (minithumpers@gmail.com) to define the problem, troubleshoot potential solutions, and define steps to resolve the problem. Upon determination of any failed components covered by warranty, MINI THUMPER™ will mail replacement components at its cost to the Buyer.

Buyer is responsible for replacing malfunctioning components and for the cost of returning failed components to MINI THUMPER™, if required. This requires basic tools and a working understanding of wiring connections. Field-replaceable parts include only the solenoid, front dials, and external power cables. Any failed component in the electronics bay is not field-replaceable, and the unit must be returned to and from MINI THUMPER™ at the Buyer's expense. The unit will be repaired or replaced at the sole discretion of MINI THUMPER™.

7. Registration

Online buyers are registered for warranty service based on the date the product was ordered from www.minithumper.com. Buyers who purchase through a retail outlet should email minithumpers@gmail.com with the following information to initiate their warranty:

- Buyer's full name
- Address
- Email address
- Phone number
- Name of the store where purchased
- Date of purchase

8. Out-of-Warranty Repairs

If the Mini Thumper™ fails outside the 90-day warranty period, the Buyer may, at their own expense, pay a Standard Repair or Replacement (STREP) charge of \$75, in addition to shipment costs to and from MINI THUMPER™. At the sole discretion of MINI THUMPER™, the failed unit will be repaired or replaced and shipped back to the Buyer within 30 days.

9. 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.

**Mini Thumper™ • 5141 Golden Oak Cove • Gainesville, GA 30504 •
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