

## **Mini Thumper Limited Warranty**

### **Covered Product: Mini Thumper & Mini Thumper Pro Fish Attractor**

The following limited warrant applies to all model numbers (as of July 26, 2024)

#### **Buyer:**

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

#### **Warranty Coverage:**

MINI THUMPER warrants the Covered Product to be free of all defects in material and workmanship for (90) ninety days under the 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. 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 MINI THUMPER; (d) by the use of parts not manufactured, sold or distributed by MINI THUMPER; (e) by modification of the product; (f) as a result of service by anyone other than MINI THUMPER. This warranty extends to the original Buyer only and is not transferrable. MINI THUMPER will replace controllers, solenoid, electrical wiring, dials, cables, electronics, and plastic material 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. For all warranty claims, MINI THUMPER will assume and cover all expenses related to replacing or repairing a defective part under this Limited Warranty, and during the 90 day warranty period, other than the following expenses, which shall be assumed by the Buyer: Costs of shipment of the Mini Thumper to and from MINI THUMPER to perform required repairs or shipment of failed components to and from MINI THUMPER if required and requested by MINI THUMPER.

#### **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 OR 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.

**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. This limitation of liability will be effective even if MINI THUMPER has been advised by you of the possibility of any such damages. This limitation of liability, also 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 MINI THUMPER ([minithumpers@gmail.com](mailto:minithumpers@gmail.com)) to define the problem, trouble shoot 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 our cost to the Buyer. Buyer is responsible for replacing malfunctioning components and paying the cost to return failed components to MINI THUMPER (if required). This requires basic tools and understanding of wiring connections. Field replaceable parts include only solenoid, front dials, and external power cables. Any failed component in the electronics bay is not field replaceable, and unit must be returned to and from MINI THUMPER at the Buyers expense. The unit will be repaired or replaced at the sole discretion of MINI THUMPER.

**Registration:**

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

**Out of Warranty period repairs;**

If the Mini Thumper fails outside the warranty period of 90 days, 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 THUMPERS. At the sole discretion of MINI THUMPERS, the failed unit will be repaired or replaced and shipped back for the Buyer within 30 days.

**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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