

LIMITED PRODUCT WARRANTY

Halltech Aquatic Research Inc. (HARI) warrants its own products against manufacturing defects and faults as well as faults due their parts and / or components, **for 2 years (24 months) from the date of receipt** of the product by the purchaser. This warranty is non-transferable.

This warranty will be rendered null and void and HARI will bear absolutely no liability if a Halltech Lithium Ion battery, as supplied by HARI, is charged on a non-HARI supplied or otherwise improper charger, causing damage to said battery or other material. Use only Halltech-supplied Lithium Ion chargers on Halltech-supplied Lithium Ion batteries. Permit no substitutes.

The warranty does not cover faults or damages caused by normal wear and tear, nor by natural causes or exceptional events, such as abnormal conditions, improper storage, exposure to moisture or immersion in water or other possible anomalous destructive conditions. This warranty does not cover unauthorized modifications, repair, misuse, neglect, accidental damage, abuse, improper battery connection or leakage, theft, blown fuses, or the damage caused by connection to any other electrical device.

This limited warranty does not cover consumables such as batteries, cathodes, anodes, chargers, anode rings, pack frames, cases, footswitches, dip nets or other accessory items subject to unregulated use.

In order to activate servicing under warranty, the interested party must send a return request in writing within 30 days of noticing defect using the appropriate form, taking particular care to describe the problem including all relevant customer details.

The form must be returned with the product as well as a copy of the original sales invoice. If after inspection by HARI and if the warranty request is refused, an estimate to repair the unit will be sent to the purchaser. If the estimate is refused by the purchaser, the product will be returned at the purchaser's expense plus a flat \$150 CDN bench fee.

The product must be purchased from HARI or an authorized distributor only.

The product must be appropriately packed to protect it from shocks and possible damage during shipping. HARI may reject returned goods that may arrive unsuitably packaged.

Returned products must arrive at HARI prepaid. Should the damage be due to faults and/or construction defects, HARI will cover the cost of return shipping. In some situations, HARI may reimburse the initial shipping charge to a maximum of \$150 CDN.

HARI, at its sole discretion, may replace the product or refund the purchase price in lieu of repair.

HARI shall not be liable for special, incidental or consequential damages, including but not limited to loss of anticipated benefits or profits, loss of savings or revenue, punitive damages, loss of use of the product or any associated equipment, capital cost, downtime, claims of any third parties, cost of substitute equipment or damage to property.

Purchaser acknowledges that the product outputs high voltages and current for use in aquatic environments and the equipment should only be used by those properly <u>trained and certified</u> in the use of Electrofishing equipment. HARI accepts no responsibility for the training of the purchaser, employees or contractors doing work on behalf of the purchaser.

Governed by the laws of the Province of Ontario, Wellington County, Ontario, Canada. Effective Date: January 1, 2012