

SAMSON SPORTS LLC
Limited Tower Warranty

Limited Warranty. Samson Sports LLC ("**Samson Sports**") warrants to the original purchaser ("**Customer**") that each tower manufactured by Samson Sports (the "**Tower**") will be free from defects in materials and workmanship for a period of one year after delivery to Customer (the "**Warranty Period**") under normal use and service, *but only if* (a) Samson Sports receives written notice of Customer's warranty claim within 30 days of Customer's discovery of a defect and in any event before expiration of the Warranty Period; and (b) Customer immediately returns the Tower to Samson Sports at Customer's expense.

Disclaimers. SAMSON SPORTS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SAMSON SPORTS EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE PRECEDING, SAMSON SPORTS MAKES NO REPRESENTATION OR WARRANTY AS TO (A) WHETHER THE TOWER IS SUITABLE FOR INSTALLATION ON OR USE WITH CUSTOMER'S BOAT; (B) ANY PARTS, EQUIPMENT, ACCESSORIES, COMPONENTS, OR OTHER PRODUCTS MANUFACTURED BY ANYONE OTHER THAN SAMSON SPORTS, INCLUDING WHETHER THOSE PRODUCTS ARE SUITABLE FOR USE WITH THE TOWER, AND ANY WARRANTY FOR THOSE THIRD-PARTY PRODUCTS IS MADE ONLY BY THE MANUFACTURER OF THOSE PRODUCTS, AND NOT BY SAMSON, AND ONLY THOSE MANUFACTURERS WILL BE LIABLE FOR PERFORMANCE OF THOSE WARRANTIES.

Limited Remedy; Limitation of Damages. Samson Sports' entire liability for any breach of warranty (whether in tort, contract, or any other theory), and Customer's sole remedy, is for Samson Sports, at its option, either to cure any defect in the Tower or to refund the amount Customer paid for the defective Tower. IN NO EVENT WILL SAMSON SPORTS BE LIABLE FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE OR GOOD WILL, COST OF CURE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES EVEN IF SAMSON SPORTS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SAMSON SPORTS' LIABILITY FOR MONEY DAMAGES WILL NOT IN ANY EVENT EXCEED THE TOTAL AMOUNT CUSTOMER HAS PAID SAMSON FOR THE DEFECTIVE TOWER.

Legal Notice to Consumers. If Customer is a "consumer": (a) the Samson warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state; (b) some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to Customer; and (c) some states do not allow the exclusion or the limitation of incidental or consequential damages, so the limitation or exclusion may not apply to Customer.

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