

WARRANTY

Subject to the terms, conditions and limitations below, Avian-X guarantees our products will be free from defects in materials and workmanship that adversely affect the function of the product for 90 Days after purchase, for the original owner only. Proof of purchase for warranty claims is required. Covered expenses are parts and labor for repair. Avian-X reserves the right to replace any part or product that cannot reasonably be repaired, at its sole discretion.

The following parts and products not covered by this warranty include, but are not limited to: lost heads, lost stakes, decoy bags, and damage to the finish or scratches and normal wear and tear.

Transportation charges/shipping charges to and from Avian-X's service center are also not covered.

IMPORTANT: The warranty is VOID and will not be honored if any of the following apply: (1) damage is caused by abuse, misuse, neglect, failure to precisely follow the instructions in the Owner's Manual and all warning labels; (2) the product or any of its parts or accessories have been modified or altered; (3) there was a failure to perform normal recommended maintenance or repairs; (4) any safety features were disabled, modified or removed; (5) damage is determined by Avian-X to have been caused by misuse of product; (6) the product is not demonstrated to have been purchased by an Authorized Retailer of Avian-X branded products; and/or (7) the product is determined by Avian-X to be not an authentic Avian-X® product or it is determined to have, at any time, been stolen, counterfeited or misappropriated from its rightful owner.

This is the sole and exclusive warranty and there are no warranties which extend beyond the description on the face hereof. The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed. All disclaimers and limitations of liability apply even if the remedy of repair and replacement fails of its essential purpose. Except as may be prohibited by state law, Avian-X assumes no liability for incidental, consequential, or special damages or expenses of any kind.

The sole and exclusive remedy pursuant to this warranty is the repair or replacement of the defective part(s) at Avian-X's sole discretion.