

TERRAPIN PRODUCT WARRANTY & REPAIR STATEMENT

PRODUCT LIMITED-WARRANTY All Terrapin brand products manufactured by Terrapin carry a Limited Warranty as outlined in this statement. Terrapin does not guarantee or warranty any 3rd Party brands sold on our website or bundled with our products, please refer to that products manufacturer directly for warranty information and support. Terrapin Outdoor Solutions warrants Terrapin brand products to be free from defects in workmanship and materials, under normal use and conditions when professionally installed, for a period as outlined in this statement for the specific product type from the original invoice date purchased from Terrapin directly or a Terrapin authorized reseller.

- **SpkrShell Enclosure Series Products (12) twelve months**
- **SpkrShell Powered-By Series Products (12) twelve months**
- **SpkrShell Passive Speaker Series Products (12) twelve months**
- **AmpShell Series Products (12) twelve months**
- **Accessories & Other (3) three months**
- **Replacement Parts (3) three months**

Terrapin agrees, at its option during the warranty period, to limit coverage to repair of any defect in material or workmanship, or to furnish an equivalent replacement product of equal or better value in exchange for the original product purchased. Fees for shipping, handling, packing, return postage, and insurance will be incurred by the customer, and are not covered by this warranty. Such repair or replacement is subject to verification of the product's defect or malfunction, validity of serial number, and proof of purchase as confirmed by showing the model number on original dated sales receipt.

WARRANTY LIMITATIONS This warranty does not include coverage for or in: Any condition resulting from other than ordinary wear when professionally installed or any use for which the product was not intended, Industrial Use, Any condition resulting from incorrect or inadequate maintenance or care, Damage resulting from misuse, abuse, negligence, accidents or shipping damage, Dissatisfaction due to buyer's remorse, Normal wear and tear, Damages incurred during transportation, Damages incurred during field assembly or maintenance, for any use other than the intended use. This original warranty may not be valid on some products such as refurbished, used, demo type items, as outlined on your sales receipt, be sure to review specific warranty terms for that item at time of sale. The Company makes no express warranty or condition otherwise, whether written or oral and the company expressly disclaims all warranties and conditions not stated in this limited warranty. To the extent allowed by the local law of jurisdictions outside of the United States, the Company disclaims all implied warranties or conditions, including any implied warranties of merchantability and fitness for a particular purpose. For all transactions occurring in the United States, any implied warranty of condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the express warranty set forth above. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this limited warranty may not apply to the Purchaser. For consumer transactions, the limited warranty terms contained in this statement, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to the mandatory statutory rights applicable to the sale of this Product to the Purchaser. Otherwise we may cancel, decline or even void a product's warranty coverage at any time as we see fit.

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CLAIM PROCEDURES All warranty claims must be filed by the consumer to the retailer for facilitation on your behalf, or directly to the Terrapin website, for warranty return or replacement. Claims for defective merchandise must be made within the warranty period to be covered.

Claims for missing parts must be made within 30 calendar days after the merchandise is received. The replacement parts may be purchased for regular price, if available, after that time period has expired. We make no guarantee that all accessories or parts for a product are available for purchase or replacement separately, in some cases the entire product or portion of the product may need to be replaced and this may incur additional fees.

We may require pictures to be submitted via email to claim warranty repair or part replacement, along with a copy of the original invoice, and the product's serial number. If the claim is justified, the item(s) or part(s) will be repaired or replaced or a credit will be issued. Any defective merchandise returned for warranty claim must be packed in original or equally adequate packaging.

It is our policy to replace parts whenever possible, and as such, we may simply send to you or your dealer the replacement part with instructions on how to complete the repair yourself. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

PRODUCT UNAUTHORIZED SALES Terrapin reserve the right to decline in-warranty and out of warranty repair claims when the Terrapin brand products have been purchased from an unauthorized dealer/online retailer (resellers) or if the original factory serial number has been altered, removed, or replaced in any way. While you are welcome to purchase replacement items or parts from our website, if available, we are under no obligation to offer factory service for your product. To check if your dealer is an authorized dealer simply send us a message on our website with the dealer name and address information.

OUT OF WARRANTY REPAIR Terrapin may offer out-of-warranty repair upon request, per instance, at its discretion. The repair labor, parts, shipping to and from, handling, and other other fees will be at the sole cost of the person requesting service.

All repair fees are time and material, with a minimum non-refundable fee for diagnosis, this Diagnosis fee will be due upfront at time of request. A quote will be provided for repair upon inspection of the product at our facility. We may decline repair at any time, including specifically after we have received and inspected the item, in which case the item will be returned at users cost as-is.

Before we return an item, the user will be required to pay all outstanding balances due and the return shipping cost. In the event a product is left with us and we can not reach the submitter for more than 90 days, it will be considered abandoned and property of Terrapin, the items may be destroyed, parted out, or sold to recover loss on Terrapins part for any service completed and not paid for, at our discretion.

RIGHT TO REPAIR Terrapin supports your right to perform repairs yourself, and your right may be protected by law in some states or countries. As such Terrapin offers common replacement parts and

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documentation for replacing those items on products that have easy and safely serviceable components, where deemed reasonable.

Components Terrapin offers are those components of a product that may need to be replaced over time due to common wear and tear, these parts may be purchased directly from the Terrapin website. For other individual parts or components of one of our products, where that part or component is not originally wholly manufactured by Terrapin directly, users may be able to purchase the parts or components from the original equipment manufacturer (OEM) of that part. Terrapin is not required to offer these parts or components, or the documentation for them directly.

Some parts may require special expertise or a local qualified technician, or 3rd party repair centers to complete the repair or replacement properly and safely. Locating a local qualified person and the costs associated with such would be solely the end-users responsibility, and at their time and discretion.

Parts and documentation will not be available from Terrapin wherein it is deemed to not be fair and reasonable terms for us to do so, specifically wherein it would require Terrapin or a part OEM to divulge a trade secret or, in some cases the replacement of a part, component, or assembly may cost more than replacing the whole product. Or where it may not be physically reasonable or possible to do so if the part is integral to the structure of the component. In these cases Terrapin would deem this to not be a 'reasonable' repair item, and thus would not offer documentation or parts for its repair or replacement.

We may offer replacement items and documentation for our products, whether limited or in-whole, but we may also discontinue available parts and documentation after a product has been out of production for more than a certain period of time, as we deem appropriate or where required by law.