



CADE LIMITED WARRANTY POLICY

Thank you for purchasing a CADE Aquarium System (the "Product").

QUICK SUMMARY

This table below provides a quick summary – but should not be treated as an exhaustive list – of scenarios that are covered, as well as, not covered with regards to the **CADE LIMITED WARRANTY POLICY**.

NOT COVERED	COVERED
WHAT IS NOT COVERED UNDER WARRANTY	WHAT DOES THE WARRANTY COVER
Products that arrive damaged or were damaged in shipping (this is covered under the CADE ARRIVAL WARRANTY)	Products that have a manufacturer's defect
Products used in manners unintended by the manufacture (constant setup and tear down: such as trade shows, maintenance rental tank, contract trade, etc)	Products that fail under normal use
Products with unauthorized modifications (drill, cutting, etc)	
Scratches, chips, or normal wear and tear	
Damage due to not leveling the CADE stand	
Damage due to not utilizing a CADE stand	
Dissatisfaction due to buyer's remorse	
Damage to aquatic livestock	
NOT COVERED	COVERED
WHAT IS NOT COVERED UNDER WARRANTY	WHAT DOES THE WARRANTY COVER



Damage to personal and/or personal property (Insurance is typically purchased through a home owner/renters policy)	
Any condition resulting from incorrect or inadequate maintenance or care	
Damage resulting from misuse, abuse, negligence, accidents, and transportation.	
Damage from chemicals, heat, abusive/aggressive glass cleaning,	

24 Month Limited Product Warranty



CADE USA's (the "Company") warranty extends to the original end user (the "Customer") in Product's original country of destination that the Products shall be free from defects in workmanship and materials, under normal residential use and conditions, for a period of twenty-four (24) months from the original date of purchase of the product.

If a material or workmanship defect arises with regard to the product, and a valid claim is received within the Warranty Period, the Company will, at its sole discretion, either (1) repair or replace the defective parts using new or refurbished parts or (2) replace the defective product using a new or refurbished product or (3) refund the Customer with an amount equal to the current market price of a comparable Product at the time of the Customer's claim. With the first (1) and second (2) option, the Company will supply the replacement Product or parts free of charge (not include shipping or handling, labor, or applicable duties, taxes, tariffs, or applicable fees) to the Consumer. The Product must be purchased from an authorized Company reseller for warranty to be valid. This warranty extends to the original consumer purchaser of the product (the "Customer") only, and is not transferable to the subsequent owner(s) of the product. For purposes of this limited warranty, "refurbished" means Product or part that has been substantially returned to its original specifications. In the event of a defect, these are your exclusive remedies. NO OTHER REMEDY (including, but not limited to, incidental or consequential damages for lost sales, lost profits, or any other incidental or consequential damage) shall be available.



HOW TO FILE A WARRANTY CLAIM:

Complete and submit the claim form located at www.cadeusa.com/claims within the warranty period

Include the following in the form:

- Pictures of the alleged defective Product or part.
- Copy of the original invoice detailing the model number, purchase price, and purchase date.
- Serial number of the defective Product

Claim for missing parts must be submitted within 30 days of receiving the Product.

The Company reserves the right to require the Consumer to return the defective Product, at the customers expense, in original packaging to the Company or its Affiliates warehouse.

YOU WILL RECEIVE A RMA (RETURN MERCHANT AUTHORIZATION) NUMBER UPON A SUCCESSFULLY APPROVED CLAIM. THIS IS REQUIRED TO SHIP THE ITEM BACK TO THE COMPANY OR ANY OF ITS AFFILIATES.

Limitations and Exclusions

Except for the limited warranty expressly set forth above or to the extent restricted or prohibited by applicable law, the Company expressly disclaims any and all other warranties express or implied, including any warranty of quality, merchantability, or fitness for a particular purpose, and you specifically agree that the Company shall not be liable for any special, incidental, indirect, punitive, or consequential damages for breach of any warranty of any type on any of the Company's product.

Any provision herein to the contrary notwithstanding, the Company shall not be liable, under any circumstances, for any loss or damage to aquatic life, and/or damage to other property, and/or individuals resulting from the use and/or misuse of the product or arising out of any breach of this warranty.

Furthermore, this warranty does not include or cover the following:

- Any condition resulting from other than ordinary residential wear or any use for which the product was not intended, such as use in rental or contract trade.
- Any condition resulting from incorrect or inadequate maintenance or care
- Damage resulting from misuse, abuse, negligence, accidents, transportation, placement on unapproved surfaces, or shipping damage.
- Dissatisfaction due to buyer's remorse
- Normal wear and tear, or items with a limited natural life /consumables.
- Damage from transporting the product in unapproved packaging.
- Does not cover damage due to power line surges, unapproved modifications such as drilling or cutting
- Damage due to acts of God/Nature.
- Damage due to natural disasters.
- Damages incurred during assembly or maintenance

You must use the CADE Aquarium with the CADE Stand that it comes with. If you use a different stand than the stand provided, the warranty is no longer valid.



FOR END USERS WHO ARE COVERED BY AN APPLICABLE CONSUMER PROTECTION LAW OR REGULATION IN THEIR COUNTRY OF PURCHASE OR RESIDENCE, THE BENEFITS TO THE END USER UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES OF THE END USER UNDER SUCH LAWS OR REGULATIONS. SUCH BENEFITS MAY INCLUDE ADDITIONAL WARRANTIES OR RIGHTS RELATING TO THE PERFORMANCE OF THIS PRODUCT AND REMEDIES APPLICABLE IN THE EVENT OF A DEFECT. THIS LIMITED WARRANTY WILL BE INTERPRETED UNDER THE LAWS OR REGULATIONS THAT APPLY TO THE END USER IN ANY STATE, PROVINCE OR COUNTRY AND ANY PROVISION OF THIS LIMITED WARRANTY THAT CONFLICTS WITH ANY SUCH END USER RIGHTS OR BENEFITS IS NOT APPLICABLE TO END USERS COVERED BY SUCH LAW OR REGULATION, SO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS LIMITED WARRANTY MAY NOT APPLY, OR MAY NOT FULLY APPLY, TO YOU.



Warranty Disclaimers

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS LIMITED PRODUCT WARRANTY SECTION, EACH PRODUCT IS PROVIDED SOLELY ON AN "AS IS" BASIS AND THE COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD OF THE LIMITED WARRANTY AS SET FORTH ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH IN THE LIMITED WARRANTY, THEN THE WARRANTY PERIOD FOR THE PRODUCTS SUBJECT TO SUCH APPLICABLE LAW SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.



LIMITATION OF LIABILITY

IN NO EVENT, UNDER ANY CAUSE OF ACTION OF THEORY OF LIABILITY, SHALL THE COMPANY ITS DISTRIBUTORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE ANY THE COMPANY PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE COMPANY PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE COMPANY PRODUCT, OR LOSS OF USE OF THE COMPANY PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT THE COMPANY HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO AQUATIC LIFE OR OTHER PERSONAL PROPERTY THAT ARE CONTAINED INSIDE OR OUTSIDE THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HOUSING, FLOORS, OR ELECTRICAL DEVICES, OR ANY AMOUNT OF WATER OR ELECTRICAL DAMAGE. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE AGGREGATE LIABILITY OF THE COMPANY AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE COMPANY PRODUCT GIVING RISE TO LIABILITY. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.



SEVERABILITY

IF A PART, PROVISION OR CLAUSE OF THIS "CADE LIMITED WARRANTY POLICY", OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, IS HELD INVALID, VOID OR UNENFORCEABLE BY A COMPETENT COURT, SUCH HOLDING SHALL NOT AFFECT ALL OTHER PARTS, PROVISIONS, CLAUSES OR APPLICATIONS OF THIS "CADE LIMITED WARRANTY POLICY", AND SUCH OTHER PARTS, PROVISIONS, CLAUSES OR APPLICATIONS OF THIS "CADE LIMITED WARRANTY POLICY" SHALL BE TREATED AS SEVERABLE.