

## :: WARRANTY DETAILS - PROOF OF PURCHASE

Owner	Authorised Poseidon dealer:	<b>CHECKLIST</b> (Go through with customer and tick the boxes. Please refer to user's manual) <input type="checkbox"/> Introduction <input type="checkbox"/> Function <input type="checkbox"/> How to use <input type="checkbox"/> Maintenance <input type="checkbox"/> Service <input type="checkbox"/> Accessories
Address	Address	
Zip code	Zip code	
City/State	City/State	
Country	Country	
Phone	Phone	

Product:
Model:
Purchase date:    Year        Month        Day

### IMPORTANT INFORMATION:

- This page must be filled in by the authorized Poseidon dealer when you purchase the product.
- If the product is subject to warranty handling, a copy of this page and/or a receipt shall always follow the product. If not it will not be handled as warranty.
- This warranty expires and will not be valid if the product has not been used in accordance with Poseidon instructions or in accordance with the terms of the Poseidon warranty conditions on the opposite page.
- This warranty is limited to products sold by an authorised Poseidon dealer.
- The warranty card should be kept by the customer as a proof of purchase.

Serial number

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Stamped and signed by an authorised Poseidon dealer:

## :: WARRANTY TERMS

### WARRANTY

Poseidon grants a 24-month warranty on products that do not require service. For products that require annual service (please refer to user's manual), Poseidon grants a 12-month warranty. The warranty period shall be counted from the day the product was sold as new to the end-user. The warranty period for products that require service shall automatically be extended by 12 months from the day when service was performed, provided that service has been performed by an authorised Poseidon dealer in accordance with Poseidon's instructions and that the service was performed within 12 months from the day the product was sold to the end-user. The warranty time shall not in any case be longer than 24 months from the day when the product was sold to the end-user. Poseidon grants a 12-month warranty for Dive Sports ie clothing, apparel etc..

### WARRANT RESTRICTIONS

1. Factory prescribed service by an Authorised Poseidon Service Center must be performed at least once annually.
2. This warranty does not extend to normal wear.
3. This warranty does not extend to damages caused by improper use, improper maintenance, neglect, unauthorized repairs, modifications, accidents, fire, or casualty.
4. Cosmetic damage, such as scratches, dents, and nicks are not covered by this warranty.
5. This warranty does not extend to equipment used for rental, commercial, or military purposes.

Failure to meet any of the above requirements will render the warranty null and void.

Poseidon undertakes to remedy, free of charge, all defects in design, material or workmanship in the products. This warranty will not cover normal wear and tear or damages caused by incorrect use.

Claims under this warranty shall be made to the authorised Poseidon dealer where the product was originally purchased. Any claims must be accompanied by a copy of the filled in "Warranty details" on the opposite page of this document or a copy of the receipt. The serial number of the product, if any, shall be noted on the receipt.

This warranty expires and will not be valid if the product not has been used in accordance with Poseidon's instructions or in accordance with the terms of this warranty or if service or repair has been performed by any other than an authorised Poseidon Service Center. This warranty is limited to new products sold by an authorised Poseidon dealer.

### LIMITATION OF LIABILITY

Poseidon's liability for claims in relation to design, workmanship, manufacturing,

sale, delivery, re-sale, repair or use of the products is limited to refund of the purchase price for the products.

Poseidon shall in no event be liable for special, incidental, economic or consequential damage, including but not limited to, loss of profit or revenue, loss of use of the products or any associated equipment, cost of capital or replacements.

### FORCE MAJEUR

If Poseidon is prevented or delayed (directly or indirectly) from making delivery of the goods or any part thereof on the agreed date of delivery or from otherwise performing this Agreement or any part thereof by reason of acts of God, war, embargo, riots, strikes, lock-outs, trade disputes, fires, break-down, inclement weather, interruption of transport, Government action, delay in delivery to Poseidon of any goods or materials or by any cause whatsoever outside its control, Poseidon shall be under no liability whatsoever to the end-user or dealer.

### DISPUTES

Disputes arising out of these Warranty Conditions shall be resolved according to Swedish law and by arbitration pursuant to the Swedish Act on Arbitrators. The arbitration tribunal shall convene in Göteborg, Sweden

### APPLICABLE IN THE US

Some states in the U.S. and certain foreign countries do not allow limitations on the duration of implied warranties, so this may not apply to you. This warranty gives you specific legal rights. You may have rights which vary from state to state and country to country.

POSEIDON DIVING INDUSTRIES DISCLAIMS AND EXCLUDES ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES IN THE U.S. AND CERTAIN FOREIGN COUNTRIES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS MAY NOT APPLY TO YOU.

**WARNING!** It is dangerous for untrained and uncertified persons to use the equipment covered by this warranty. Therefore, use of these products by an untrained person renders any and all warranties null and void. Use of SCUBA equipment by anyone who is not a certified diver, or receiving training through a recognized certification agency, shall render void all warranties, expressed or implied.

