

Limited Warranty

Who is Covered: Our warranty is extended only to the original purchaser.

What Is Covered: This warranty covers defects in materials or workmanship as determined by Spectrum Brands, subject to the conditions and exceptions stated below.

What Is Not Covered:

To the extent permitted by applicable law, any and all direct, incidental, consequential, indirect, special, punitive, or other damages arising out of or connected with the purchase, use or misuse of this product, and/or costs associated with installation, customization, modification, set up or tear down, removal or transportation of any and all equipment including but not limited to aquarium(s) and stand(s) resulting from use of this aquarium are expressly disclaimed and excluded by this warranty. The warranty does not cover the contents of the aquarium, including fish and plants.

Included in the exclusions above, this warranty is void under the following conditions and exceptions:

- If the aquarium has experienced any modification or alteration of the aquarium by drilling, cutting, sawing, gluing anything to, bending, melting, taping, or other similar means.
- If the aquarium is placed on any surface that that is not commercially manufactured for use with an aquarium of its size and weight or is inadequate to accommodate the size and weight of the aquarium.
- If the aquarium is placed on a stand, surface or structure that does not provide a flat, level surface capable of fully supporting the aquarium and its contents, such as on shelving, book cases, dressers, television sets, tables, or carts.
- If the sealant at the inside edges or corners of the aquarium is removed or cut.
- If any silicone is added to the aquarium structure.
- If the aquarium is chipped or shows any glass damage due to impact, mishandling, or other such improper activity.
- If the aquarium is customized or modified by any person or entity other than the manufacturer.
- If the aquarium is sold or purchased in used condition, including but not limited to as floor-model display, online sale, or through second-hand methods such as a garage sale, estate sale or otherwise.
- If the aquarium is used for other than its intended purpose.
- If the aquarium is stored or unused for a period of time prior to use or is otherwise stored near or in a temperature or environment that negatively impacts the stability of the aquarium, including but not limited to near vents, windows or direct sunlight.
- If the aquarium is not purchased from an authorized retailer. This warranty is limited to products that are sold by sellers that are subject to and have agreed to follow Spectrum's quality control standards. Accordingly, the Warranty is not available for products purchased from unauthorized sellers because Spectrum cannot oversee or take action to correct the quality of these products. This exclusion includes all products purchased from unauthorized

sellers, including unauthorized Internet sites and unauthorized storefronts on online marketplaces.

- If the aquarium is not installed, operated or maintained in accordance with our instructions, specifications and warnings.
- If damage to the aquarium is incurred by moving, transporting, customizing, modifying, setting up or installing the aquarium in its original or subsequent location.
- If there is breakage of a tempered aquarium. *

* Tempered aquariums are warranted against sealant failure only.

The warranty does not cover the contents of the aquarium, including fish and plants.

What We Will Do: We will repair or replace the aquarium (at our option) if it is deemed to be defective in workmanship or materials during normal use, provided that the aquarium is returned freight prepaid at the customer's expense. Return shipping from Spectrum Brands to the customer is the responsibility of Spectrum Brands. Where goods are repaired or replaced under this warranty, the aquarium is warranted for the remainder of the original warranty.

What Do You Need to Provide for Valid Warranty: For the warranty to be valid, you must complete and return the Warranty Registration Card included with the aquarium with copy of sales receipt showing purchase of aquarium by mail to us within 15 days of your purchase from an authorized retailer. To register your product online, please visit <http://www.marineland.com/customer-service/warranty-registration-form.aspx>.

How Long Does the Coverage Last: The warranty for this aquarium is issued to you as the original purchaser and is not transferrable. The warranty terminates if you sell, transfer, alter, modify, misuse, neglect, damage, customize, improperly install, or otherwise cause excessive wear and tear to this aquarium.

The warranty term is as follows:

| Tank Size | Warranty Term* |
|------------|----------------|
| Under 15g | 90 days |
| 15g-60g | 5 Years |
| 65g and up | 10 Years |

*from date of purchase of new product from an authorized retailer.

How State Laws Apply: This warranty gives you specific legal rights. You may also have other rights which vary from state to state and in Canada, and the limitations and exclusions may not apply to you.

| | | |
|--|----------------------|------------|
| Name | | |
| Address | | |
| City | State | Zip |
| Country | E-mail | |
| Store Name | | |
| Store Location | | |
| Aquarium Size | Purchase Date | |
| Product UPC Number (From Sales Box) | | |

For more information on how we collect, hold, use and disclose personal information provided to us, please refer to our Privacy Policy located at www.spectrumbrands.com/privacy-policy.