



## GULFSTREAM TROPICAL AQUARIUM, INC. WARRANTY POLICY (Internal – Effective February 1, 2020)

### **The Satisfaction Guarantee**

Gulfstream Tropical Aquarium, Inc. extends a warranty to customers who purchase Mag-Float products from Gulfstream or its authorized sellers. The warranty provides that Gulfstream will offer a 100% 30-day money-back guarantee if the customer is dissatisfied with his/her purchase. The customer may return the product to Gulfstream within 30 days of purchase for a replacement, exchange or full refund of the purchase price (less shipping costs). The guarantee is limited by the terms described at <http://www.magfloat.com/>.

### **Exclusion of warranty for Products Sold by Unauthorized Sellers Who Do Not Follow Gulfstream's Quality Controls**

Gulfstream has enacted distribution channel agreements and policies to ensure that Mag-Float products are sold to end-user customers only by authorized sellers that are subject to and have agreed to follow Gulfstream's quality control standards. These standards are designed to ensure that end users receive products that are of the premium quality that consumers have come to associate with the Mag-Float brand. If an Authorized Seller does not adhere to these quality control standards, Gulfstream has the right to cease providing products to the seller and to terminate the seller's status as an authorized seller.

The warranty is limited to products that are sold by sellers that are subject to and have agreed to follow Gulfstream's quality control standards. **Accordingly, the warranty is not available for products purchased from unauthorized sellers because Gulfstream cannot oversee or take action to correct the quality of these products.** This exclusion includes all products that are purchased from unauthorized sellers, including unauthorized Internet sites and unauthorized storefronts on online marketplaces.

### **Procedure for Handling Warranty Requests**

A Gulfstream employee who receives a warranty request should ask and record the customer's responses to the questions set forth in the *Gulfstream Tropical Aquarium, Inc. Procedures for Processing Satisfaction Guarantee Requests* worksheet ("Guarantee Worksheet"). Collecting this information will allow Gulfstream to determine whether the customer's warranty request should be granted or denied. This information will also assist Gulfstream in monitoring its authorized sellers' compliance with quality control requirements and in identifying other potential issues in its supply chains.

Under the guidelines set forth in the warranty Worksheet, Gulfstream employees will provide customers with a warranty approval confirmation number ("Approval Number") if:

1. The customer is the original purchaser of the product at issue;
2. The customer made his/her warranty request within 30 days of the date of purchase;
3. The customer purchased his/her product from an authorized seller; and
4. The customer is able to provide proof of purchase.

The customer must then mail in the unused product, proof of purchase, and Approval Number. When these items are received, as set forth in the Guarantee Worksheet, they must be reviewed to confirm that the customer provided all required materials and that customer purchased his/her product from an

Authorized Seller. If so, the reviewing Gulfstream employee should provide the customer with a refund or replacement product, as requested by the customer.

**Discretion to Deny Warranty Requests or Provide Benefits Not Required by Warranty**

Gulfstream reserves the right to deny the warranty requests in its discretion if a customer has engaged in fraud or has otherwise abused the warranty. There may be circumstances where a customer is submitting fraudulent requests or attempting to abuse the warranty, such as by seeking a refund for multiple, heavily used products close to 30 days after the date of purchase. Under the terms of the warranty, Gulfstream has discretion to deny warranty requests in such circumstances even when a customer would be otherwise entitled to benefits under the warranty.

Conversely, there may be special circumstances where a customer is dissatisfied with the terms of the warranty (for example, because the customer no longer has a proof of purchase or because the customer purchased a product from an unauthorized seller) and it would be warranted, for business reasons (*e.g.*, threat of litigation, threat of brand harm via social media), to provide the customer with benefits beyond those strictly provided by the warranty. On a case-by-case basis, Gulfstream employees may consider whether a dissatisfied customer should be provided a benefit beyond what is provided by the warranty because not doing so could result in significant harm to Gulfstream's reputation or business.