

Limited Warranty for the United States of America and Canada

Who is Covered: This warranty is extended by Spectrum Brands Inc. in the United States and Spectrum Brands Global Pet Care, Canada, Inc. in Canada (collectively “we,” “our,” “us,” or “Spectrum Brands”) only to original purchasers of Tetra brand tanks (the “Aquarium Tank Product(s)”) in the United States or Canada.

What Is Covered: This warranty covers Aquarium Tank Products found to have defects in materials or workmanship, 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 an Aquarium Tank 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 an Aquarium Tank Product are expressly disclaimed and excluded by this warranty. The warranty does not cover the contents of any Aquarium Tank Product, including fish and plants.

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

- If the Aquarium Tank Product has experienced any modification or alteration including by drilling, cutting, sawing, gluing anything to, bending, melting, taping, or other similar means.
- If the Aquarium Tank Product is placed on any surface that is not commercially manufactured for use with an aquarium of the Aquarium Tank Product’s size and weight or is inadequate to accommodate the size and weight of the Aquarium Tank Product.
- If the Aquarium Tank Product is placed on a stand, surface, or structure that does not provide a flat, level surface capable of fully supporting the Aquarium Tank Product 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 Tank Product is removed or cut.
- If any silicone is added to the Aquarium Tank Product.
- If the Aquarium Tank Product is chipped or shows any glass damage due to impact, mishandling, or other such improper activity.
- If the Aquarium Tank Product is customized or modified by any person or entity other than Spectrum Brands.
- If the Aquarium Tank Product is sold or purchased in used condition, including, but not limited to, Aquarium Tank Products resold which were used as floor-model displays, online sales of used or second-hand Aquarium Tank Products, or through second-hand methods such as a garage sale, estate sale or otherwise, except where prohibited by applicable law (which may include the Province of Quebec in Canada).
- If the Aquarium Tank Product is misused or otherwise used for other than its intended purpose.
- If the Aquarium Tank Product is neglected, 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 Tank Product, including, but not limited to, near vents, windows, or direct sunlight.

- If the Aquarium Tank Product is not purchased from an authorized retailer, unless otherwise prohibited by law. This warranty is limited to Aquarium Tank Products that are sold by sellers that are subject to and have agreed to follow Spectrum Brands' quality control standards. Accordingly, the warranty is not available for Aquarium Tank Products purchased from unauthorized sellers because Spectrum Brands cannot oversee or take action to correct the quality of these Aquarium Tank Products. This exclusion includes all Aquarium Tank Products purchased from unauthorized sellers, including unauthorized Internet sites and unauthorized storefronts on online marketplaces, and Spectrum Brands reserves the right to reject warranty claims from purchasers for Aquarium Tank Products purchased from such unauthorized sellers.
- If the Aquarium Tank Product is not installed, operated, or maintained in accordance with our instructions, specifications, and warnings.
- If damage to the Aquarium Tank Product is incurred by excessive wear and tear, moving, transporting, customizing, modifying, setting up, or installing the aquarium in its original or subsequent location.
- If there is breakage of a tempered Aquarium Tank Product. *

* Tempered Aquarium Tank Products are warranted against sealant failure only.

What We Will Do: We will repair or replace the Aquarium Tank Product (at our option) if it is deemed to be defective in workmanship or materials during normal use, provided that the Aquarium Tank Product is returned (if return of the Aquarium Tank Product is requested by us) freight prepaid at the customer's expense, along with proof of purchase showing when and where the customer purchased the Aquarium Tank Product, or product registration. Return shipping from Spectrum Brands to the customer is the responsibility of Spectrum Brands. Where an Aquarium Tank Product is repaired or replaced under this warranty, the Aquarium Tank Product is warranted for the remainder of the original warranty, except where required by applicable law (which may include the Province of Quebec in Canada).

Product Registration: We encourage you to complete and return the Product Registration Card included with the Aquarium Tank Product with a copy of the sales receipt or other proof of purchase showing purchase of your Aquarium Tank Product by mail to us within 15 days of your purchase from an authorized retailer. To register your Aquarium Tank Product online, please <https://www.tetra-fish.com/warranty-registration.aspx>. Failure to complete the registration card or form, including the electronic version, does not diminish your warranty rights.

How Long Does the Coverage Last: The warranty for each Aquarium Tank Product is issued to you as the original purchaser and is not transferrable, except where prohibited by applicable law (which may include the Province of Quebec in Canada).

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, and you may also have other rights which vary from State to State or province to province.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO AQUARIUM TANK PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOME STATES OR JURISDICTIONS (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC IN CANADA) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL SPECTRUM BRANDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, OR STRICT LIABILITY. SOME STATES OR JURISDICTIONS (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC IN CANADA) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE. If you have any questions about whether a seller is authorized, call us at 1.800.526.0650 or complete the Contact Us form at <https://www.tetra-fish.com/warranty-registration.aspx>.

If you would like a physical copy of this warranty, feel free to print this webpage, call our Customer Service team at 1.800.526.0650, or write us at Spectrum Brands Pet LLC, 3001 Commerce St., Blacksburg, VA 24060-6671, and we'd be happy to send you a copy.

Last Revised: March 1, 2023

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| 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.