



TUSA LIMITED WARRANTY POLICY

This warranty limits the duration of and supersedes all warranties implied, or that may be packaged with TABATA USA products, but otherwise is intended by TABATA USA to meet federal statutory minimum standards for full warranty under Federal Warranty Act, Public Law #93-637, dated January 4, 1975.

WARRANTY: TABATA USA warrants to the purchaser, consumer that the products TABATA USA manufacture or distribute are free from defects in materials or workmanship as outlined below:

1 YEAR WARRANTY: Boots, Gloves, Knives, Lenses, Bags, Analog Gauges, Scooter/DPV, Accessories, Flash Lights and Swimming Goggles

2 YEAR WARRANTY: Computers/Instruments

3 YEAR WARRANTY: Masks, Fins and Snorkels

LIMITED LIFETIME: Regulators and BC Jackets (on air seams only)

RENTAL/COMMERICAL USE: Products used in a rental, for-hire or commercial purpose are covered for a period of 1 year (12 months) from date of purchase.

LIMITATIONS OF WARRANTY: This warranty does not cover finishes, nor does it cover damage resulting from accident, misuse, abuse, dirt, water, battery leakage, tampering, servicing performed or attempted by unauthorized service agencies or persons.

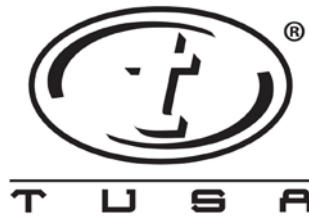
Instruments: Warranty does not cover gauge guards, rubber boots, HP hoses, o-rings, batteries, corrosion or chrome loss.

Regulators: Warranty does not cover LP hoses, swivel or hose o-rings, mouthpieces, cracks due to abuse, rubber deterioration from excessive exposure or lack of maintenance, chrome loss or corrosion.

Buoyancy Compensator Jackets: Warranty does not cover material abrasion, punctures, cuts, or de-lamination due to chlorine exposure.

Scooter/DPV: Warranty does not cover damage caused by abuse or battery leakage. Warranty for battery charger and battery is limited to 90 days from original date of purchase.

AUTHORIZED DEALER RESPONSIBILITY: Authorized dealer's sole responsibility to initiate remedy and/or settlement procedure under this warranty shall be to notify TABATA USA at the address listed below in writing/ telephone of the existence and nature of consumer warranty claim, specify the product or products (or parts thereof) involved by serial no., model no., or other factors sufficiently for TABATA USA to identify the product involved, and proof of purchase required. Upon receipt of such notification, TABATA USA will advise the consumer/dealer whether or where to send such product, products (or parts thereof) for examination, repair, replacement, or if applicable, for refund. If the product, products, (or parts thereof) are determined to be within the terms of this express warranty, TABATA USA will bear all of the reasonable and proper incidental outbound expenses (packing, shipping and/or mailing charges).



REMEDIES FOR BREACH OF WARRANTY: Remedies for breach of warranty are set forth herein. This warranty does not cover and is intended to exclude any liability on the part of TABATA USA, whether under this warranty or any warranty implied by law, for any indirect or consequential damage for breach hereof or thereof. Certain aspects of disclaimers are not applicable to consumers products; e.g., (a) some states do not allow the exclusion or limitation of incidental or consequential damage for breach hereof or thereof. Certain aspects of disclaimers are not applicable to consumers products; e.g., (a) some states do not allow the exclusion or limitation of incidental or consequential damage for breach hereof or thereof. Certain aspects of disclaimers are not applicable to consumers products; e.g., (a) some states do not allow the exclusion or limitation of incidental or consequential damage for breach hereof or thereof. Certain aspects of disclaimers are not applicable to consumers products; e.g., (a) some states do not allow the exclusion or limitation or exclusion may not apply to you.

TABATA USA, INC. RESPONSIBILITY: TABATA USA, Inc.'s responsibility shall be to repair without charge to the consumerist products (or parts thereof) which are actually defective, malfunctioning, or otherwise constitute a violation of this written warranty, or at its option either to replace subject product or products (or parts thereof) within eight (8) weeks from receipt of product by TABATA USA (or after reasonable number of attempts not to exceed three (3) by TABATA USA, then the consumer may demand and shall have a replacement without charge thereof, provided only that as condition of replacement the offending product or products (or parts thereof) originally purchased shall be returned to TABATA USA free and clear of any liens or encumbrances.

A RETURN AUTHORIZATION NUMBER IS REQUIRED FOR ALL RETURN PACKAGES WITHOUT PROPER AUTHORIZATION WILL BE REFUSED.

Warranty claims should be sent prepaid by traceable means such as Fed Ex, UPS, USPS to

TABATA USA, 2380 Mira Mar Ave., Long Beach, CA 90815 (NO COD is accepted).

The company reserves the right under its product improvement policy to change construction or design details without obligation regarding previous models and furnish equipment when so altered without reference to illustration or specification used herein.

TUSA CARE SUPPORT (800) 521-8872 or info@tusa.com