

LIMITED WARRANTY – for United States Only

COVERAGE. Booker & Dax, LLC (“Booker & Dax”) warrants that each SEARZALL product purchased from an authorized seller, when properly used and maintained, will be free from defects in material and workmanship for a period of three (3) months from the date of sale to the first retail owner (the “Owner”). The SEARZALL three (3) month warranty is referred to herein as “the limited warranty.” The Owner’s sole and exclusive remedy under this limited warranty for defects in a SEARZALL product shall be the repair or replacement, in Booker & Dax’s sole discretion, of the defective part or component.

NOT COVERED. This limited warranty does not apply to, and Booker & Dax shall have no liability or responsibility in respect of, damages or expenses relating to:

- a product purchased from any party other than through an authorized SEARZALL seller;
- a product, including components and systems, that has been altered, changed or modified from factory specifications;
- accidents, misuse, abuse, abnormal use, improper use, negligent use, failure to follow written warnings or instructions, willful misconduct, lack of reasonable or proper maintenance or storage, repairs improperly performed or replacement parts or accessories not conforming to Booker & Dax’s specifications, use exceeding the recommended and permitted limits of the product, and/or normal wear or deterioration occasioned by the use of the product;
- any representation or implication relating to estimated performance characteristics;
- failure to follow instructions for product assembly, seasoning and/or use;
- any defect or non-conformity that has not been timely and promptly communicated by email to Booker & Dax or to the Dealer who sold the product, and in all cases, no more than ten (10) days from the discovery thereof; or
- loss of time, loss of use, inconvenience, costs related to procuring any substitute product, any incidental or consequential damages arising out of the non-use or unavailability of the product, or compensation for inconvenience or loss of use while the product is being repaired or otherwise not available, or other matters not specifically covered hereunder.

PROCEDURE. In the event of a defect allegedly covered by this warranty, Owner is to (i.e. within ten (10) working days) notify Booker & Dax of such alleged defect by email at searzallwarranty@bookeranddax.com. If, within Booker & Dax’s sole discretion, it seems that there may be a defect covered by this Limited Warranty, Booker & Dax will issue to Owner a RMA (Return Material Authorization) number for return of the product and will give to the Owner shipping instructions for return. Owner is to include with the product a fully completed claim form (which can be downloaded from searzall.com). Any product returned without a completed claim form will not be considered by Booker & Dax and will be returned to Owner C.O.D. Upon receipt of the product and claim form, Booker & Dax will inspect the product. If, in Booker & Dax’s sole discretion, the alleged defect is covered by this Limited Warranty, Booker & Dax will replace the product with a product of similar (but not necessarily identical) quality and type. If, in Booker & Dax’s sole discretion, the returned product is not defective, Booker & Dax will return the product to Owner, C.O.D. The issuance of a RMA or the replacement of any product is not an admission that the product is defective.

DAMAGES. Except as expressly provided by this Limited Warranty, **BOOKER & DAX SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE SEARZALL PRODUCT OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** The foregoing statements of warranty are exclusive and in lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. Under no circumstances shall the liability of Booker & Dax for any matter, cause of thing whatsoever arising out of or related to this product exceed the price paid for the product.

DISCLAIMER. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, ARE HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN WARRANTY. This Agreement shall be the sole and exclusive remedy available to the Owner with respect to this product. In the event of any alleged breach of any warranty or any legal action brought by the Owner based on alleged negligence or other tortious conduct by Booker & Dax, the Owner’s sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent or employee of Booker & Dax is authorized to modify, extend or enlarge this warranty.

APPLICABLE LAW. Any and all claims or disputes of whatever nature arising out of or otherwise relating to this warranty shall be governed by and construed in accordance with the laws of New York only, without regard to any conflicts of law provisions, and the parties expressly acknowledge and irrevocably agree that the sole and exclusive venue for and jurisdiction over any such claim or dispute shall be the courts of New York to the exclusion of the jurisdiction of the courts of any other place.

All terms of this limited warranty are contractual, and not mere recitals, and constitute material terms of this limited warranty.

OTHER RIGHTS. Your acceptance of delivery of the warranted SEARZALL product constitutes your acceptance of the terms of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

ENTIRE AGREEMENT. This limited warranty expressly replaces and supersedes all representations set forth by Booker & Dax with regard to the product, including but not limited to Booker & Dax’s product literature, marketing materials, advertisements and technical specifications. This document contains the entire warranty given by Booker & Dax in respect of the SEARZALL product and there are no terms, promises, conditions or warranties regarding the SEARZALL product other than those contained herein. Booker & Dax specifically does not authorize any person to extend the time or scope of this warranty or to create or assume for Booker & Dax any other obligation or liability with respect to SEARZALL products.

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AND DAX**