

LIMITED WARRANTY

IMPORTANT: BY USING THIS PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE TWISTEDVISE, LLC (“TWISTEDVISE”) ONE (1) YEAR LIMITED WARRANTY (“WARRANTY”) AS SET OUT BELOW.

DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT ACCORDING TO THE APPLICABLE RETURN POLICY OF THE RETAIL OR ONLINE STORE WHERE YOU PURCHASED IT FOR A REFUND.

Who is eligible for this warranty coverage?

You are eligible for the benefits of this limited warranty if you meet all of the following criteria:

1. You are the first retail purchaser or authorized agent of the first retail purchaser of this product;
2. You and the product are located in the US; and
3. Your product has been used only according to the manufacturer’s recommendations, which can be found at www.twistedvise.com.

What is covered and for how long?

TwistedVise warrants that for one year from the original retail purchase (the “Warranty Period”), the product will be free of defects in materials and workmanship.

To the extent that the first retail purchaser believes that this product contains a significant defect which causes a functional issue under normal use during the Warranty Period, and (1) the first retail purchaser promptly provides TwistedVise with written notification via email or mail of the defect upon discovery, including a reasonable description of the defect, and (2) TwistedVise reasonably determines in good faith that the product is defective and that such defect was not due to any misuse, accident, neglect, alteration, or other action not attributable to TwistedVise, then TwistedVise will deliver for shipment at its own expense a replacement of any of the following defective components within five days of receipt of all required notifications:

- Upper neoprene seal measuring 7” in diameter and 1/8” in thickness
- Lower neoprene seal measuring 7” in diameter and 1/32” in thickness
- 18-8 Stainless Steel Binding Barrel and Screw
- 1/4” thick neoprene fender washer
- 1/4” thick stainless steel washer

What is not covered under this limited warranty?

This limited warranty does not apply to functional issues arising as a result of the product’s design nor for any other cause not attributable to defective materials or workmanship, nor does it apply to any components not listed in this warranty as eligible for replacement.

When does this warranty end?

The coverage of this warranty ends one year from the date of original retail purchase.

What are your legal rights?

This warranty gives you specific legal rights, and you may have other rights that vary from state to state. Other than as permitted by law, TwistedVise does not exclude, limit, or suspend your other rights. For a full understanding of your rights, you should consult the laws of your state.

Disclaimers:

Trademarks: This product may bear trademarks, including Rubbermaid®, belonging to holders other than TwistedVise. The appearance of any such trademark(s) on this product does not imply any affiliation with or endorsement by the trademark holder(s).

Disclaimer: This product is being sold as-is. This warranty is in lieu of, and TwistedVise hereby disclaims, any and all other warranties and representations, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, and no other warranty or representation of any kind is made by TwistedVise or will be implied by law.

Limitation of damages: To the maximum extent permitted by law, in no event and under no circumstance(s) will TwistedVise be liable to the buyer for consequential, lost profit, loss of business, loss of goodwill or reputation, punitive, or other damages, nor for any cost, expense, or loss of any kind. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Note: No representative has authority to make any representation, promise, or agreement on behalf of TwistedVise. Any Up The Hatch™ bucket may fail due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that failure cannot occur.

The validity, interpretation, construction, and performance of this warranty, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed, and interpreted in accordance with the laws of the State of North Carolina, or federal laws when applicable, without giving effect to the principles of conflict of laws. The sole forum for resolution of any conflict or claim arising from the interpretation or enforcement of this warranty will be the Superior Court of Wake County, North Carolina or the Federal District Court for the Eastern District of North Carolina, located in Raleigh, North Carolina.

This limited warranty states the exclusive remedy of the purchaser and TwistedVise's sole and exclusive obligation for a breach of the foregoing warranty.

For further assistance or information:

Contact the provider of this limited warranty, TwistedVise, at:
3117 Lariat Ridge Dr.
Wake Forest, NC 27587

sales@twistedvise.com