

WARNINGS/WARRANTY/DISCLAIMER (警告 / 保障 / 免責事項 原文)
※翻訳はこの文章を参考に訳されています。
内容に関しては原文内容が適用されます。

READ AND FOLLOW ALL NOSHARK DEVICE OPERATING INSTRUCTIONS AND ALL MANUFACTURER SPECIFICATIONS, INSTRUCTIONS, ADVICE AND REQUIREMENTS FOR USE OF THIS EQUIPMENT BEFORE EACH USE OF THE NOSHARK DEVICE.

USE THE NOSHARK DEVICE ONLY IN THE OCEAN OR OPEN WATER WAY. DO NOT ATTEMPT TO USE THE NOSHARK DEVICE IN A SWIMMING POOL OR OTHER CLOSED ENVIRONMENT. IF YOU HAVE ANY HEALTH CONDITION SUCH AS A PACEMAKER, EPILEPSY, PREGNANCY, OR HEART DISEASE, CONSULT WITH YOUR PHYSICIAN BEFORE USING THE NOSHARK DEVICE AS THERE MAY BE RISK TO YOU FROM USING THE NOSHARK DEVICE DUE TO THE ELECTRONIC NATURE OF THE DEVICE. USE ONLY MANUFACTURER RECOMMENDED COMPATIBLE COMPONENTS.

EXAMINE AND REPLACE ANY DEFECTIVE, WORN OR DETERIORATED COMPONENT PARTS OF THE NOSHARK DEVICE. EXAMINE ALL GEAR AND EQUIPMENT, INCLUDING ALL FITTINGS, BUCKLES, SNAPS, OR OTHER FASTENERS BEFORE EACH USE OF ANY NOSHARK DEVICE PRODUCT. USE ONLY THOSE PRODUCTS DESIGNED FOR NOSHARK DEVICE USE.

DO NOT EXCEED RECOMMENDED OR STATED FACTORS REGARDING SAFE USE OF THE NOSHARK DEVICE. READ AND FOLLOW ALL WARNING LABELS, MANUALS, INSTRUCTIONS, TRAINING OR EXPERIENCE REQUIREMENTS AND RECOMMENDATIONS AND ALL RECOGNIZED NOSHARK DEVICE USE PROCEDURES ON EVERY OCCASION WHEN YOU WILL BE USING THE NOSHARK DEVICE.

CHECK AND CONFIRM THAT ALL BATTERIES ARE SUFFICIENTLY CHARGED BEFORE EACH USE OF THE NOSHARK DEVICE.

BE EXTREMELY CAREFUL AND CAUTIOUS. REVIEW EMERGENCY PROCEDURES BEFORE EACH USE. DO NOT BE OVERCONFIDENT OR INATTENTIVE CONCERNING YOUR ACTIVITY IN THE WATER. NEVER ATTEMPT TO USE EQUIPMENT PACKED, PREPARED, ASSEMBLED OR FITTED BY OTHERS. KNOW AND EXAMINE YOUR EQUIPMENT BEFORE EACH USE.

FAILURE TO READ AND FOLLOW ANY OF THE FOREGOING INSTRUCTIONS CAN RESULT IN SERIOUS INJURY OR DEATH.

PARTICIPATION IN WATER SPORT ACTIVITIES, IN PARTICULAR OCEAN ACTIVITIES SUCH AS SNORKELING OR DIVING MUST BE CONSIDERED AS PRESENTING A HIGH DEGREE OF RISK FOR A PARTICIPANT WHETHER THE PARTICIPANT MAKES USE OF THE NOSHARK DEVICE SYSTEM OR NOT.

SHARKS ARE NATURAL MEAT EATING PREDATORS THAT MUST BE CONSIDERED EXTREMELY DANGEROUS IN ANY ENCOUNTER. THEY ARE UNPREDICTABLE ANIMALS AND MUST ALWAYS BE TREATED AS PREDATORS WITH EXTREME RESPECT AND CAUTION.

FEEDING SHARKS UNDER ANY CIRCUMSTANCES IS DISCOURAGED. THE NOSHARK DEVICE OR ANY OTHER DEVICE MAY BE RENDERED USELESS DUE TO THE FRENZIED ENVIRONMENT CREATED THROUGH FEEDING SHARKS.

WE MAKE NO GUARANTEE THAT SHARKS WILL BE DETERRED BY THE NOSHARK DEVICE. THE NOSHARK DEVICE WILL NOT PROVIDE ANY PROTECTION FOR THE USER FROM ANY OTHER TYPE OF FISH OR MARINE ANIMAL.

THE NOSHARK DEVICE HAS BEEN TESTED TO A DEPTH OF 150 FEET BELOW THE WATER SURFACE. DO NOT ATTEMPT TO USE NOSHARK DEVICE AT ANY DEPTH DEEPER THAN 150 FEET.

WE WARRANT TO YOU ONLY, SUBJECT TO THE LIMITATIONS AND DISCLAIMERS SET FORTH HEREIN, THAT THE NOSHARK DEVICE COVERED HEREBY SHALL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS AND SHALL CONFORM TO SPECIFICATIONS IDENTIFIED IN OUR ORDER ACKNOWLEDGEMENT AND AGREED IN WRITING BY US, IF ANY, FOR A PERIOD OF 90 DAYS FROM THE DATE OF PURCHASE. THE FOREGOING WARRANTY IS CONDITIONED UPON (1) PROPER MAINTENANCE AND NORMAL USE, INCLUDING, WITHOUT LIMITATION, IN CONFORMITY WITH INSTRUCTIONS FURNISHED BY US FROM TIME TO TIME, IF ANY, AND (2) THE NOSHARK DEVICE NOT HAVING BEEN SUBJECTED TO MISUSE, NEGLIGENCE OR ACCIDENT OR TO ALTERATION, IMPROPER ASSEMBLY MODIFICATION, REPAIR, IMPROPER TESTING, HANDLING, USE OR SOLDERING IN ANY RESPECT WHICH, IN OUR JUDGMENT, ADVERSELY AFFECTS THE CONDITION OR OPERATION OF THE NOSHARK DEVICE. OUR SOLE OBLIGATION TO YOU HEREUNDER, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, SHALL BE, AT OUR DISCRETION, TO REPAIR OR REPLACE THE NONCONFORMING DEVICE OR ISSUE YOU A CREDIT FOR THE PURCHASE PRICE OF THE NONCONFORMING DEVICE, WHERE WITHIN THE WARRANTY PERIOD: (A) WE HAVE RECEIVED WRITTEN NOTICE OF NONCONFORMITY AND (B) WE HAVE DETERMINED THAT THE PRODUCT IS NONCONFORMING AND THAT SUCH NONCONFORMITY IS NOT A RESULT OF MISUSE, MISHANDLING, NEGLIGENCE, ACCIDENT, IMPROPER ASSEMBLY, MODIFICATIONS, SOLDERING OR OTHER MISUSE.

THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND NONINFRINGEMENT. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTIES WHATSOEVER REGARDING WHETHER THE NOSHARK DEVICE WILL DETECT A SHARK, PREVENT A SHARK ATTACK, OR OTHERWISE PROTECT ANY PERSON FROM SHARKS GENERALLY, AND WE EXPRESSLY DISCLAIM ALL DAMAGES OF ANY KIND RESULTING FROM SUCH EVENTS. SHARKS ARE NATURAL, UNPREDICTABLE PREDATORS AND MUST BE CONSIDERED EXTREMELY DANGEROUS IN ANY ENCOUNTER. WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF THE NOSHARK DEVICE AND WE MAKE NO WARRANTY WHATSOEVER FOR PRODUCTS NOT MANUFACTURED BY US. WE SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE. NOTWITHSTANDING ANYTHING SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE TO YOU, YOUR CUSTOMERS, OR TO ANY OTHER PERSON, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES OF ANY KIND, WHETHER ARISING FROM CONTRACT (FOR EXAMPLE, IN CONNECTION WITH ANY BREACH OF WARRANTY OR OTHER BREACH OF OUR OBLIGATIONS HEREUNDER), TORT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR GOODWILL OR OVERHEAD OR LIKE DAMAGES, AND OUR AGGREGATE LIABILITY FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE NOSHARK DEVICE SHALL IN NO EVENT EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR DAMAGES. YOU WAIVE ANY CAUSES OF ACTION OR THEORIES OF LIABILITY INCLUDING, BUT NOT LIMITED TO, THOSE ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY, STATUTES OR OTHERWISE, EXCEPT AS SPECIFICALLY PROVIDED BY THE UCC AS MODIFIED AND LIMITED HEREIN. YOU FURTHER WAIVE ANY RIGHT OF IMPLIED CONTRACTUAL OR COMMON LAW INDEMNITY AGAINST US FOR ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR CLAIMS FOR DAMAGES TO PERSON OR PROPERTY ARISING OUT OF THE USE OF PRODUCTS SOLD TO YOU HEREUNDER.