

SEAKEEPER, INC., hereby warrants to the first retail purchaser that each new SEAKEEPER, INC. replacement part or accessory (hereinafter the "PRODUCT") purchased from SEAKEEPER, INC. or an authorized SEAKEEPER, INC., certified DEALER (hereinafter "DEALER"), for use on all SEAKEEPER, INC., manufactured stabilization systems, will be free from defects in material or workmanship for the period of time stated in this limited warranty policy, subject to certain stated limitations.

THE FOREGOING EXPRESS WARRANTY CONSTITUTES SELLER'S SOLE WARRANTY OBLIGATION, AND SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO SELLER OR NOT), AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY CUSTOMER/BUYER/OWNER/END USER. IN NO EVENT SHALL SEAKEEPER, INC. BE LIABLE FOR ANY SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WARRANTY OR OTHER OBLIGATION ARISING OUT OF THE SALE OF THE PRODUCTS, OR FROM THE USE OF THE PRODUCTS OR ANY INABILITY TO USE THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## WARRANTY COVERAGE

This warranty is for the period of **six (6) months** from date the spare part is purchased from DEALER or Distributor.

SEAKEEPER, INC., INC. will repair or replace the Product, or part of the Product, proven to be defective to SEAKEEPER, INC.'s satisfaction, free of charge. The warranty period for repaired or replaced parts or accessories will be for the balance of the original warranty period of the Product.

## EXCEPTIONS

Any installation, repair or any handling of the Product shall be done only by an authorized person trained and explicitly authorized by SEAKEEPER, INC.

This warranty shall be void and not apply to defects resulting from:

- ANY UNAUTHORIZED MODIFICATION OF THE PRODUCTS AS SHIPPED WILL RESULT IN VOIDING THIS WARRANTY.
- An application or installation method not approved by Seller, including improper or inadequate site preparation, faulty installation, handling during maintenance or otherwise, if any, by the Customer and/or the End User, as well as to defects attributable to loading/shipment/delivery of the Product or any other defect or damage not attributable to SEAKEEPER, INC.
- Defects resulting from Customer's or any third-party interface of equipment, hardware or software if installed, connected or loaded into and/or onto the Product.
- Misuse, operator error or fault caused by the failure of an external unit (i.e. Sea Water pump, Ships power supply).
- Any gross negligence or willful misconduct.
- Excessive exposure to water (salt or fresh) including submersion (partial or full) of any Electrical or

- Electronic components or major component such as the gyro sphere.
- Acts of Nature such as, but not limited to, fire, flood, wind and lightning
- Failure of the Customer/End User to strictly comply with any of the following requirements:
  - Operation and Maintenance according to the guidelines and recommendations specified in the SEAKEEPER, INC., Operation Manual.
    - Proof of such compliance shall be provided upon request.

## WARRANTY LIMITATIONS & EXCLUSIONS

- Cost of labor for repair or replacement of a defective part or accessory
- Travel costs including but not limited to airline tickets, accommodation and living expenses of SEAKEEPER, INC., technicians or a DEALER, *unless otherwise specified and authorized by SEAKEEPER, INC.*
- Travel labor only up to 4 hours, *unless otherwise specified and authorization by SEAKEEPER, INC.*
- Labor and material costs incurred and/or required in order to gain access to the product for removal and replacement including, but not limited to any custom or special rigging services, cranes, or any rental equipment required.
- SEAKEEPER, INC., shall not be responsible for any loss of time, inconvenience, loss of use, meals, lodging, communication costs, transportation, cargo damage, overtime, towing, any haul-out, dockage or harbor charges, or other consequential damages resulting from a defect covered by this Limited Warranty.
- SEAKEEPER INC., does not accept any liability for consequential, punitive, special, contingent, indirect or incidental damages, even if advised of the possibility of such damages.
- This warranty does not cover replacement or repair of any components damaged due to Surface Corrosion (Cosmetic), or other corrosion damage of any components due to water exposure or electrolysis (stray current), or the costs associated with the repair or replacement.
- This warranty does not cover normal wear of the following components or the costs associated with regular scheduled maintenance, repair or replacement:
  - Zinc Anodes
  - Any Brake or Isolation Bushings
  - Normal preventive and scheduled maintenance and component inspections/replacements as specified in the SEAKEEPER, INC., Operation Manuals and any other Maintenance Schedule documentation.

## WARRANTY VERIFICATION & PERFORMANCE

Before any warranty work is performed, verification of the warranty status must be confirmed by SEAKEEPER, INC., or a SEAKEEPER, INC., certified DEALER (hereinafter "DEALER").

Written notice of claimed defect(s) must be given to SEAKEEPER, INC., within the Warranty Period, and within 30 (thirty) days from the date any such defect is first discovered. If any part of the Product is believed to be defective the Customer/End User or its permitted transferee shall notify SEAKEEPER, INC., and send a photograph of the Product Serial Number and any known defective part and a

photograph of the hours shown on the Product display screen, together with any other information reasonably requested by SEAKEEPER, INC. to analyze the problem and confirm the warranty coverage.

SEAKEEPER, INC., will repair or replace the Product, or part of the Product, proven to be defective, at its sole discretion, in a timeframe provided by SEAKEEPER, INC., on a reasonable best effort basis.

SEAKEEPER, INC., will, in its sole discretion, provide options for repair, replacement using either a factory remanufactured Product or new Product depending on availability.

SEAKEEPER, INC., supplied parts must be installed by a SEAKEEPER, INC., factory technician or DEALER and operation confirmed for this warranty to remain in effect, unless otherwise explicitly authorized and agreed upon by SEAKEEPER, INC.

SEAKEEPER, INC. warrants that its software and hardware designed for use with the Product will execute its programming instructions when properly installed and used. SEAKEEPER, INC. does not guarantee that the operation of the Product or software, or hardware will be uninterrupted or free of errors.

## **OWNER RESPONSIBILITIES**

The Owner will be responsible for the following:

- Providing evidence of the date of sale for the Product(s).
- Notifying SEAKEEPER INC., or DEALER within 30 days of the discovery of failure.
- Ensuring that the Product was used in the manner that it was designed and/or intended.
- Installing, operating and maintaining the Product in strict accordance with SEAKEEPER INC., policies and guidelines and outlined in the SEAKEEPER INC. Installation and Operation Manuals.
- Providing sufficient access to perform regular maintenance and typical repair activities.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.
- In addition, the Owner will be responsible for:
  - Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
  - Costs associated with rental of any equipment needed during the replacement or repair of the Product.
  - Costs associated with labor overtime and expedited shipping requested by the Owner.
  - All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

## **RETURN OF PARTS**

Any unused parts in good and marketable condition, owned by customer, which are returned to SEAKEEPER, Inc. by a customer must be accompanied by a Return Materials Authorization issued by SEAKEEPER, INC. and shall be subject to a 15% restocking fee.

## LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SEAKEEPER, INC., SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF THE PERFORMANCE, DELAYED PERFORMANCE OR BREACH OF PERFORMANCE OF THIS ORDER REGARDLESS OF WHETHER SUCH LIABILITY IS CLAIMED IN CONTRACT, EQUITY, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SEAKEEPER, INC.'S OBLIGATION IS LIMITED SOLELY TO REPAIRING OR REPLACING (AT ITS OPTION AND ONLY AS SET FORTH HEREIN), AT ITS APPROVED REPAIR FACILITY, ANY GOODS OR PARTS WHICH PROVE TO SEAKEEPER, INC.'S SATISFACTION TO BE DEFECTIVE AS A RESULT OF DEFECTIVE MATERIALS OR WORKMANSHIP, IN ACCORDANCE WITH SEAKEEPER, INC.'S STATED WARRANTY. IN NO EVENT SHALL SEAKEEPER, INC.'S CUMULATIVE LIABILITY EXCEED THE TOTAL PURCHASE PRICE SET FORTH IN THIS ORDER.

The terms and conditions of this warranty are the entire agreement between the Parties relating to the warranty obligations of SEAKEEPER, INC., to the Products. There are no other express or implied terms or conditions of this warranty.

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