

Spare Parts

SEAKEEPER, INC. (herein after "SEAKEEPER" or "Seller") is pleased to provide a limited warranty that covers each new SEAKEEPER spare part, replacement part, or accessory designed for the exclusive use on SEAKEEPER manufactured stabilization systems (hereinafter the "Product") manufactured and sold by SEAKEEPER to a certified or authorized SEAKEEPER Dealer, SEAKEEPER Distributor, or SEAKEEPER Original Equipment Manufacturer (OEM) (hereinafter the "Authorized Reseller") when properly installed and used during this warranty term, is free from defects in material and workmanship and will perform essentially as stated in SEAKEEPER's applicable specifications. This warranty does not cover third party equipment, hardware, or software even if installed, connected, or loaded into and/or onto the Product if outside the components included in the Product scope of supply.

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. 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 covers only parts and normal reasonable shipping charges of repaired or replacement items from SEAKEEPER's facility to the customer or end-user (hereinafter the "Customer"), provided that such Product has been sent to SEAKEEPER's facilities as instructed by SEAKEEPER. The warranty coverage is available no matter in which country the problem or malfunction occurred. Defects or damage resulting from negligence, misuse, accidents, abnormal use, modifications, or commercial purposes will not be covered.

This warranty is for the period of **six (6) months** from date the Customer purchases the Product directly from a SEAKEEPER Authorized Reseller.

SEAKEEPER will repair or replace the Product, or part of the Product, proven to be defective, free of charge. Repaired or replaced Products will be warranted for the balance of the original warranty period.

GENERAL EXCLUSIONS

Any installation, repair, replacement, or any handling of the product shall be done only by an authorized person trained and explicitly authorized in writing by SEAKEEPER.

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

- ANY UNAUTHORIZED MODIFICATION OF THE PRODUCTS AS SHIPPED WILL RESULT IN

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VOIDING THIS WARRANTY.

- Improper or inadequate site preparation, faulty installation, handling during maintenance, if any, by the Customer, as well as to defects attributable to loading/shipment/delivery of the Product or any other defect or damage not attributable to SEAKEEPER.
- Misuse, operator error or fault caused by the failure of an external unit (i.e., Sea Water pump, Ships power supply or has been caused by external equipment or others).
- Modification to the original Product.
- Any negligent or willful misconduct.
- Lack of proper maintenance.
- Normal deterioration and/or ordinary wear and tear.
- Acts of Nature such as, but not limited to, fire, flood, wind, and lightning.
- Excessive exposure to water (salt or fresh) including submersion (partial or full).
- Improper use or operation of the vessel.
- Non-compliance with any applicable owner's manual, service manual or instructions.
- Failure of the Customer to strictly comply with any of the following requirements:
 - Operation and Maintenance according to the guidelines and recommendations specified in the SEAKEEPER Operation Manual.
 - Proof of such compliance shall be provided upon request.

All the above shall apply to any applicable omission to act. In these cases, repairs will not be carried out under this Warranty, and in addition to the travel and living expenses, labor and parts will also be charged to the Customer. Labor will be billed at US dollars as per SEAKEEPER's current pricing as it may be updated from time to time.

SPECIFIC EXCLUSIONS

This warranty will not cover the following:

- Cost of labor for replacement of a defective Product.
- Travel costs, including but not limited to, airline tickets, accommodations or living expenses of SEAKEEPER technicians or Authorized Reseller technicians.
- SEAKEEPER 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 any consequential damages resulting from a warranty claim covered by this Limited Warranty.
- Replacement of Product or any costs associated for routine maintenance or normal wear and/or tear.
- Normal preventive/scheduled maintenance or component inspections/replacements as specified in the SEAKEEPER Operation Manuals and any other Maintenance Schedule documentation.

WARRANTY ACTIVATION

A Warranty Registration must be fully completed and sent to SEAKEEPER for review, approval, and registration upon delivery of the vessel to the first retail Customer. Warranty registration and expiration date confirmation can be achieved by providing SEAKEEPER a copy of the original bill of sale, purchase

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agreement, Customer's name, address, SEAKEEPER Product Serial Number, and the current RUN and SEA hours to SEAKEEPER's warranty registration department within thirty (30) days of purchase.

For removal of doubt, it is clarified that the activation date shall in no event affect the warranty period set forth herein.

"Customer" is defined as the first retail buyer or subsequent buyer (by transfer) of the SEAKEEPER Product as identified in SEAKEEPER warranty registration(s).

WARRANTY VERIFICATION & PERFORMANCE

Before any parts are exchanged under this warranty, verification of the warranty status must be confirmed by SEAKEEPER or a SEAKEEPER Authorized Reseller. A valid sales receipt must be presented along with the warranty claim.

Written notice of warranty claim must be given to SEAKEEPER within the Warranty Period, and within fifteen (15) days from the date the defect is first discovered. If any part of the Product is believed to be defective the Customer or its permitted transferee shall notify SEAKEEPER and send photographs of the Product Serial Number, any known defective part, and the RUN and SEA hours shown on the product display screen, together with any other information reasonably required by SEAKEEPER to analyze the problem and confirm the warranty coverage.

CUSTOMER'S RESPONSIBILITY

- The Customer will be responsible for ensuring that the Product is used in the manner that it was designed and/or intended.
- Installing, commissioning, operating and maintaining the Product in accordance with SEAKEEPER policies and guidelines as outlined in the SEAKEEPER Installation and Operation Manuals.
- All labor costs and expenses associated with the Product repair, removal, and replacement.
- Costs associated with rental of any equipment needed during the replacement or repair of the Product.

TRANSFER OF WARRANTY

This limited warranty is transferable to a subsequent Customer, but only for the remainder of the unused portion of the limited warranty. To transfer the warranty, written notice must be given to SEAKEEPER within thirty (30) days of such transfer to the subsequent Customer. Notice may be provided by email, mail or fax and include a copy of the bill of sale or purchase agreement, new Customer's name, address, SEAKEEPER Product Serial Number, and the RUN and SEA hours to SEAKEEPER's warranty registration department

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within thirty (30) days. Upon processing the transfer of warranty, SEAKEEPER will record the new Customer's information.

EMAIL: extendedwarranty@seakeeper.com

Or

Please mail to:

SEAKEEPER, INC.
45310 Abell House Lane, STE. 350
CALIFORNIA, MD 20619
PH: +1 410 326 1590
FX: +1 410 326 1199

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Using parts shipped from SEAKEEPER:

- In case SEAKEEPER provides advance replacement parts to the Customer, it is the Customer's responsibility, to return to SEAKEEPER (or to one of SEAKEEPER's locations as instructed by SEAKEEPER) all faulty parts from the vessel, with shipping costs pre-paid by SEAKEEPER.
- The Customer will receive a Return Authorization (RA) number from SEAKEEPER prior to the shipment.
- SEAKEEPER reserves the right to invoice the Customer if a part is not returned to SEAKEEPER, within sixty (60) days from shipment of the new part.

RETURN OF PARTS

Any unused parts in good and marketable Condition, owned by Customer, which are returned to SEAKEEPER. by a customer must be accompanied by a Return Materials Authorization issued by SEAKEEPER and shall be subject to a fifteen percent (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'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'S SATISFACTION TO BE DEFECTIVE AS A RESULT OF DEFECTIVE MATERIALS OR WORKMANSHIP, IN ACCORDANCE WITH SEAKEEPER'S STATED WARRANTY. IN NO EVENT SHALL SEAKEEPER'S CUMULATIVE LIABILITY EXCEED THE TOTAL PURCHASE PRICE SET FORTH IN THIS ORDER. CUSTOMER HOLDS HARMLESS

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SEAKEEPER AND INDEMNIFIES SEAKEEPER FOR ANY ACT OR OMISSION TO ACT THAT VOIDS THE LIMITED WARRANTY OR OTHERWISE BREACHES CUSTOMER'S OBLIGATIONS PURSUANT TO THE TERMS AND CONDITIONS OF SALE.

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

September 2023