

Seakeeper 1, Seakeeper 2, and Seakeeper 3

SEAKEEPER, INC. (hereinafter "SEAKEEPER" or "Seller") is pleased to provide a limited warranty that covers **only the SEAKEEPER 1, SEAKEEPER 2 & SEAKEEPER 3 products** manufactured and sold by SEAKEEPER to a certified or authorized SEAKEEPER Dealer, SEAKEEPER Distributor, or SEAKEEPER Original Equipment Manufacturer (OEM) (hereinafter the "Authorized Reseller"). In addition, SEAKEEPER warrants that the product covered under this warranty (hereinafter the "Product"), 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 ANDEXCLUDESALLOTHERWARRANTIES, 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, labor, 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 starts from the purchase date by the Customer, and the warranty period is for the shorter of the following periods:

- Twenty-four (24) months from purchase date of a vessel on which the Product is installed;
- Twenty-four (24) months from date the Product is installed on an existing vessel (refit); or
- Two thousand (2000) operating SEA hours, subject to verification and confirmation by SEAKEEPER.

## 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 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.

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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 warranty work is performed, verification of the warranty status must be confirmed by SEAKEEPER or a SEAKEEPER Authorized Reseller.

Written notice of warranty claim must be given to SEAKEEPER within the Warranty Period, and within thirty (30) 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 requested by SEAKEEPER to analyze the problem and confirm the warranty coverage.

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

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

SEAKEEPER Products replaced as part of this warranty will be covered under this warranty for the remainder of the original full Product warranty term, unless the original warranty termination date is less than 6-months from the installation date of the replacement Product(s), at which time the replacement Product(s) will be covered by a limited 6-month warranty from the date of installation.

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

### **EXCEPTIONS**

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

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This warranty shall be void and not apply to or 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, as well as to defects attributable to loading/shipment/delivery of the Product or any other defect or damage not attributable to SEAKEEPER.
- 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 negligent 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.
- Improper use or operation of the vessel.
- 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 Operation Manual.
    - Proof of such compliance shall be provided upon request.

### WARRANTY LIMITATIONS & EXCLUSIONS

- All travel expenses and travel labor costs are excluded.
- Excludes expense for gasoline and transporting the covered Product to and from an Authorized Reseller, technician travel time, and any overtime.
- Overtime labor rates are not covered. Labor performed outside normal working hours to complete a warranty service will be paid by SEAKEEPER at the standard retail rate.
- 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 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 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

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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 Operation Manuals and any other Maintenance Schedule documentation.
- All labor and travel costs and expenses are excluded for components supplied as an option or accessory, including sea water pumps, displays, or gauges.

### **ADDITIONAL EXCLUSIONS**

This warranty does not cover the installation of the Product (Goods) on a vessel, or the design of any particular installation, including foundation. A Customer, installer or OEM/boat builder is responsible for contracting with a naval architect to determine the correct design for installation on the Customer's specific vessel, and for contracting with an installer or OEM/boat builder for actual installation on that vessel in accordance with the design. For the convenience of the parties, and to assist the Customer's naval architect and boat builder in making their own independent professional decisions, Seakeeper (Seller) has placed on its website some generic drawings of various installation designs which may be useful as a starting point to the Customer's own naval architect and boat builder in connection with their work on Customer's specific vessel.

SEAKEEPER (SELLER) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE (WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED) THAT THE GENERIC DRAWINGS OF VARIOUS INSTALLATION DESIGNS PROVIDED BY SEAKEEPER (SELLER) WILL BE APPROPRIATE FOR CUSTOMER'S VESSEL, CUSTOMER'S OWN NAVAL ARCHITECT AND BOAT BUILDER MUST USE THEIR INDEPENDENT PROFESSIONAL JUDGMENTS IN USING OR MODIFYING THESE DRAWINGS TO FIT THE SPECIFIC NEEDS, DESIGN AND LOAD-BEARING REQUIREMENTS OF CUSTOMER'S VESSEL.

IN ADDITION, CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE OPERATION OF THE VESSEL AT ALL TIMES. CUSTOMER ASSUMES ALL RESPONSIBILITY AND LIABILITY IN THE EVENT OF IMPROPER OPERATION OF THE VESSEL WHICH MAY CREATE SAFETY PROBLEMS ASSOCIATED WITH THE VESSEL, OCCUPANTS ON THE VESSEL OR OTHER THIRD PARTIES.

All the above shall apply to any applicable omission to act. In these cases, repairs will not be completed under this Warranty.

### **CUSTOMER RESPONSIBILITIES**

The Customer will be responsible for the following:

- Providing evidence of the date of sale to the first retail purchaser, verifying the 'in-service' date.

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- Notifying SEAKEEPER or an Authorized Reseller within thirty (30) days of the discovery of failure.
- Installing operating and maintaining the Product in strict accordance with SEAKEEPER policies and guidelines and outlined in the SEAKEEPER Installation and Operation Manuals.
- Proper use or operation of the vessel at all times.
- 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 Customer 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 Customer.
  - All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### 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 current RUN and SEA hours to SEAKEEPER's warranty registration department within thirty (30) days. Upon processing the transfer of warranty, SEAKEEPER will record the new Customer's information.

EMAIL: [extendedwarranty@seakeeper.com](mailto: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

### WARRANTY PARTS

Using parts shipped from SEAKEEPER:

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- 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.

#### "Out of the Box" Failures in Product under Warranty:

- SEAKEEPER defines an "out of the box" failure as follows: A non-operating System within one (1) month from the in service date, but in any event not more than fifty (50) SEA hours of use, at which time the standard warranty applies.
- In an event recognized by SEAKEEPER, INC., as an "out of the box" failure:
  - SEAKEEPER will provide a NEW part in exchange for the faulty one and cover all reasonable shipping expenses.
  - SEAKEEPER will determine if dispatch of a SEAKEEPER factory technician or an Authorized Reseller is necessary in which case SEAKEEPER will cover as part of this warranty all reasonable travel costs and all reasonable labor expenses (excluding overtime).
  - All travel, accommodation and labor costs must be approved in advance.

### **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 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.

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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**