

Except as otherwise provided in a written agreement between Seller and Buyer, the following Standard Terms and Conditions shall apply. The term "Buyer" shall refer to Buyer, and any authorized transferee of warranty coverage (following notice to Seller as set forth in Section 5 below).

Seller's Limited Warranty Policy (a copy of which is attached hereto and incorporated herein by reference, has been furnished to Buyer and is on Seller's website).

ACCEPTANCE

1. The sale of the Goods to Buyer is expressly made conditional on Buyer's assent to these Standard Terms and Conditions and, if applicable, the quote and order acknowledgement, both of which form an integral part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of Buyer, or any statement therein, whether or not signed by Buyer. Seller assumes no responsibility for terms and conditions of, or for furnishing other goods shown in, any plans or specifications for a project to which the Goods quoted or ordered herein pertain or refer.

PRICES

2. Prices are quoted EXW Seller's Factory (Ex Works INCOTERMS 2010) unless otherwise specified in Seller's quote or order acknowledgement. Partial shipments on quantity orders shall be deemed a separate and independent contract for billing.

TAXES

3. Prices do not include any sales, use, excise, property, import, export or such taxes that may be levied on the transaction by local, state, federal or foreign governments. Any such taxes shall be the responsibility of Buyer.

DELIVERY

4. Delivery to a common carrier or licensed tracker shall constitute tender of delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. Method and route of shipment are at Seller's discretion, unless Buyer supplies explicit instructions that are accepted by Seller in writing in accordance with these Standard Terms and Conditions.

RETURN POLICY

- All returns of non-defective Goods must be authorized in writing by Seller in the form of a Return Authorization (RA) prior to shipment by Buyer. Issuance of a RA does not guarantee credit; credit issuance is dependent on confirmed receipt/review of returned Goods and is subject to the other terms of this policy. All returned Goods shall be subject to a 15% restocking fee and any shipping and handling charges, plus any applicable sales tax.

All returned non-defective Goods must be:

- Returned to Seller: (1) by non-U.S. Buyers (as determined by original shipment location), within 90 days of the date of shipment; and (2) by U.S. Buyers (as determined by original shipment location), within 30 days of the date of shipment;
- In a good and marketable condition;
- Accompanied by a RA;
- Not a special or custom Good or otherwise sold by Seller as non-returnable;
- Returned to Seller in unopened, unaltered and undisturbed original packaging; and
- Unbroken and undamaged.

Goods not meeting the above criteria will not be accepted for return and no credit shall be issued to Buyer.

Returns of Goods not meeting all such criteria may be returned by Seller to Buyer at Buyer's expense.

Third party vendor products that require a vendor return authorization are subject to the vendor's return policy and applicable fees and charges.

LIMITED WARRANTY

- Seller's Limited Warranty Policy incorporated by reference herein is in lieu of and excludes all other warranties, express or implied, by operation of law or otherwise including THE WARRANTY 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 Buyer/Customer/User.

ADDITIONAL WARRANTY EXCLUSIONS

- This warranty does not cover the installation of the Product (Goods) on a vessel, or the design of any particular installation. A Buyer (Customer), installer or OEM/boat builder is responsible for contracting with a naval architect to determine the correct design for installation on the Buyer's (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 Buyer's (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 (Buyer's) Customer's own naval architect and boat builder in connection with their work on Buyer's (Customer's) specific vessel.

SEAKEEPER (SELLER) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE THAT THE GENERIC DRAWINGS OF VARIOUS INSTALLATION DESIGNS PROVIDED BY SEAKEEPER (SELLER) WILL BE APPROPRIATE FOR CUSTOMER'S (BUYER'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 (BUYER'S) VESSEL.

ADDITIONAL WARRANTY DISCLAIMERS

8. Under no circumstances shall Seller be liable for removal of Seller's Goods from_Buyer/User's equipment or re-installation into Buyer/User's equipment. No person including any agent, distributor, or representative of Seller is authorized to make any representation or warranty on behalf of Seller concerning any Goods manufactured by Seller. ANY UNAUTHORIZED MODIFICATION OF THE GOODS AS SHIPPED (INCLUDING, WITHOUT LIMITATION, RE-SETTING THE GYRO HOURS OF USE) WILL RESULT IN VOIDING THE WARRANTY.

The warranties set forth in Seller's Limited Warranty Policy are inapplicable to and exclude (i) any products, components or parts outside Seller's scope of supply and not manufactured by Seller or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of Buyer or any third party, normal wear and tear, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage or malfunction caused by unauthorized or improper installation, repairs or modifications, (iv) damage caused by product or component part which Seller did not design or manufacture, or (v) any other abuse or misuse by Buyer or any third party. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT TO, AND SELLER WILL NOT BE LIABLE OR RESPONSIBLE FOR, ANY DAMAGES TO ANY ADJACENT STRUCTURAL ELEMENTS OF ANY VESSEL AS RESULT OF, ANY ADVICE, DRAWINGS OR INSTRUCTIONS GIVEN TO BUYER WITH RESPECT TO THE LOCATION, INSTALLATION OR MAINTENANCE OF GOODS. BUYER IS SOLELY RESPONSIBLE FOR ENSURING THAT GOODS ARE PROPERLY LOCATED, INSTALLED AND MAINTAINED ON VESSEL'S HULL FOUNDATION WITH AN ADEQUATE MARGIN OF SAFETY, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH ANY SPECIFIED LOAD-BEARING REQUIREMENTS.

LIMITATION OF LIABILITY

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

PROPERTY RIGHTS

10. Except where otherwise expressly agreed, all patterns, tools, jigs and fixtures, drawings, designs, software and other materials and data developed or fabricated by Seller or other intellectual property owned by or licensed to Seller, shall be and shall remain Seller's property. Except as specifically provided for in the order, Buyer shall have no right to any technical data, intellectual property rights, or computer software associated with the order. Buyer shall not use or permit the use of the Goods in any way, including use for reverse engineering or similar technical analysis, that could result in the disclosure of Seller's proprietary information.

NON-WAIVER BY SELLER

11. Waiver by Seller of a breach of any of these Standard Terms and Conditions shall not be construed as a waiver of any other breach. Any failure at any time by Seller to enforce any provision of these Standard Terms and Conditions shall not constitute a waiver of such provision or prejudice Seller's right to enforce such provision at any time. Should any provision of these Standard Terms and Conditions be or become void or otherwise unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

ASSIGNMENT

12. Buyer shall not assign, subcontract, or otherwise transfer the order, in whole or in part, without the prior written consent of Seller, and any such assignment, subcontract, or transfer without Seller's prior written consent shall be void. Once the Goods are delivered and accepted by Buyer, the warranty on such Goods may only be properly transferred as described in Section 5 hereof, and any other purported transfer or failure to properly notify Seller, shall void the warranty and shall be ineffective as against Seller.

RESERVATION OF RIGHTS

13. Seller reserves the right to make subsequent changes and improvements in the design of Goods without imposing any obligation to make such changes or improvements to Goods sold to Buyer.

GOVERNING LAW: LIMITATION ON ACTIONS

14. This order shall be governed and construed in accordance with the laws of the State of Delaware. The United Nations Convention on License Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. No actions arising out of the sale of Goods covered by an order, other than an action by Seller to recover the purchase price of such Goods, may be brought by either party more than one (1) year after the cause of action accrues.

RESTRICTIONS ON EXPORT

15. Buyer acknowledges that the Goods and any technical data related to the Goods may be controlled for export by the U.S. Department of Commerce or Department of State and that such items may require authorization prior to export from the United States or re-export. Buyer agrees that it will not export, re-export, or otherwise distribute the Goods or any technical data related thereto, in violation of any export control laws or regulations of the United States.

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