

SEAKEEPER, INC. is pleased to provide a comprehensive warranty that covers only SPARE PARTS manufactured and sold by SEAKEEPER INC., for use on all SEAKEEPER manufactured gyro stabilization systems. In addition SEAKEEPER warrants that the parts, covered under this warranty (hereinafter the "Product"), when properly installed and used during this warranty term, will perform essentially as stated in SEAKEEPER, INC.'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.

### **Warranty Coverage**

This warranty covers **parts only**, or otherwise as defined in a commercial agreement / purchase order, and/or SEAKEEPER, INC.'s proposal / quotation. The warranty coverage is available no matter in which country the problem or malfunction occurred.

This warranty is for the following period, whichever occurs LAST:

- a. 90 days from date the spare part is installed on a SEAKEEPER gyro stabilization system.
- b. Or, 6 months from shipment date

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 supplied parts must be installed by a SEAKEEPER factory technician or SEAKEEPER Certified Service Center and operation confirmed for 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.

### **Exceptions**

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

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

- Improper or inadequate site preparation, faulty installation, handling during maintenance, if any, by the Customer and/or the End User (hereinafter "Customer"), as well as to defects attributable to loading/shipment/delivery of the Product or any other defect or damage not attributable to SEAKEEPER, INC.
- An application or installation method not approved by Seller.
- 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 or has been caused by external equipment or others).
- ANY UNAUTHORIZED MODIFICATION OF THE GOODS AS SHIPPED, WILL RESULT IN VOIDING THE WARRANTY.

- Any willful misconduct
- Failure of the Customer/End User to comply with any of the following requirements:
  - Operation and Maintenance according to the guidelines and recommendations specified in the SEAKEEPER Operation & Maintenance Manual.
  - Proof of such compliance shall be provided upon request.
- Acts of Nature such as, but not limited to, fire, flood, wind and lightning

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, INC.'s current pricing as it may be updated from time to time.

### **Warranty Verification and Performance**

Before any parts are exchanged under warranty, verification of the warranty status must be confirmed by SEAKEEPER INC., or a SEAKEEPER Certified Service Center.

Written notice of claimed defect(s) must be given to SEAKEEPER 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, Customer/End User or its permitted transferee shall notify SEAKEEPER 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 required to SEAKEEPER to analyze the problem and confirm the warranty coverage.

THE ABOVE WARRANTIES SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE INCLUDING WARRANTIES OF MERCHANTABILITY OR 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/END USER. SEAKEEPER, INC. SHALL IN NO EVENT BE LIABLE TO ANY SPECIAL, 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.

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.