

SEAKEEPER, INC. is pleased to provide a comprehensive warranty that covers only the products manufactured and sold by SEAKEEPER, INC. In addition SEAKEEPER, INC., warrants that the product, covered under this warranty (hereinafter the "Product"), when properly installed and used during this warranty term, are free from defects in material and workmanship and 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 and labor only, or otherwise as defined in a commercial agreement / purchase order, and/or SEAKEEPER, INC.'s proposal / quotation, and normal reasonable shipping charges of repaired or replacement items from SEAKEEPER, INC.'s facility to the customer (hereinafter the "Customer") (or End User where applicable), provided that such Product has been sent to SEAKEEPER, INC.'s facilities as instructed by SEAKEEPER, INC. The warranty coverage is available no matter in which country the problem or malfunction occurred.

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

- a. 36 months from the date of shipment from SEAKEEPER, INC., factory
- b. 24 months from date the product put into service, which shall conclusively be presumed to be the date of sale of a vessel, on which a SEAKEEPER, INC., product is installed, to a retail customer or date put into service on an existing vessel (refit).
- c. Or, 2000 (two thousand) hours of use, subject to verification and confirmation by SEAKEEPER, INC.,
- d. For OEM demonstration or stock boats, the warranty will begin one (1) year after date of commissioning or after 150 recorded (operating) hours, if this use is prior to delivery to a retail customer.

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., supplied parts must be installed by a SEAKEEPER, INC., factory technician or SEAKEEPER, INC., Certified Service & Installation Center (CSIC) and operation confirmed for warranty to remain in effect, unless otherwise explicitly authorized and agreed upon by SEAKEEPER, INC.

SEAKEEPER, INC., parts replaced as part of this warranty will be covered under this warranty for the remainder of the full product warranty term, unless the original warranty termination date is less than 90 days from the installation date of the replacement part(s), at which time the replacement part(s) will be covered by a limited 90 day warranty period.

SEAKEEPER, INC., will pay reasonable travel and labor costs (excluding overtime) of a SEAKEEPER, INC., factory technician or by a CSIC (technician). Costs for extraordinary travel expenses or transportation of parts are the responsibility of the owner. Approval from SEAKEEPER, INC. must be in writing prior to travel and performance of service work.

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, INC., 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

This warranty does not cover installation of the Product (Goods) on a vessel, or the design of any particular installation. A Buyer (Customer) 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 a 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 Customer’s (Buyer’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.

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

Costs Not Covered Under Warranty:

- Travel costs including but not limited to airline tickets, accommodation and living expenses of SEAKEEPER, INC., technicians or SEAKEEPER, INC., Certified Service Center, unless otherwise specified in a commercial agreement / purchase order, and/or a SEAKEEPER, INC., proposal / quotation.
- Overtime labor is not covered, and Travel labor only up to 4 hours, unless prior authorization by SEAKEEPER, INC., is given in writing, preferably on a purchase order (PO).
- All costs associated with docking and harbor charges necessary to make the product available for repair
- 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 crane services required.

- This warranty does not cover normal wear and tear of the following components or costs associated with their failure:
 - Heat exchanger
 - Brake Bushings
 - Zinc Anodes
- Normal preventive maintenance and scheduled component inspections/replacements as specified in the SEAKEEPER, INC., operation and maintenance manual including:
 - Annual Inspections
 - 2000 hour maintenance/ service
 - Zinc replacement

Warranty Activation

This warranty will be activated (triggered) upon completion and submission of a SEAKEEPER, INC., commissioning form, in addition a Warranty Registration should be fully completed and sent to SEAKEEPER, INC., for review, approval and validation upon delivery of the vessel to the retail customer. Warranty registration and expiration date confirmation can be achieved by providing SEAKEEPER, INC., a copy of the original bill of sale. For removal of doubt, it is clarified that the activation date shall in no event affect the warranty period set forth herein.

Warranty Verification and Performance

Before any warranty work is performed, verification of the warranty status must be confirmed by SEAKEEPER, INC., INC., or a SEAKEEPER, INC., Certified Service Center.

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 required to SEAKEEPER, INC. to analyze the problem and confirm the warranty coverage.

Warranty parts

Using parts shipped from SEAKEEPER, INC.,

- In case SEAKEEPER, INC., ships advance replacement parts to the Customer, it is the Customer's responsibility to ship back to SEAKEEPER, INC., (or to one of SEAKEEPER, Inc.'s locations as instructed by SEAKEEPER, INC.,) all faulty parts from the vessel, with shipping costs pre-paid.

- The customer will receive an RMA number from SEAKEEPER, INC., prior to the shipment.
- SEAKEEPER, INC., reserves the right to invoice the Customer if a part is not returned to SEAKEEPER, INC., within 60 days from shipment of the new part.

“Out of the Box” Failures in Product under Warranty

- SEAKEEPER, INC. defines an “out of the box” failure as follows: A non-operating System within 1 (one) month from the date installation is completed by an OEM or Authorized Installer, but in any event not more than 6 months from delivery date from SEAKEEPER, INC., and only up to date retail customer takes delivery of the vessel, at which time the standard warranty applies.
 - For OEM demo boats, the ‘out of box’ period will expire after 150 hours of use, or 6 months after shipment, whichever occurs first if this use is prior to delivery to a retail customer.
- In an event recognized by SEAKEEPER, INC., as an “out of the box” failure:
 - SEAKEEPER, INC. will provide a new part in exchange for the faulty one and cover all reasonable shipping expenses.
 - SEAKEEPER, INC., will determine if dispatch of a SEAKEEPER, INC., technician or SEAKEEPER, INC., Certified Service Center is necessary in which case SEAKEEPER, INC., 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.

THE ABOVE WARRANTIES SHALL BE IN LIEU OF AND EXCLUDES 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.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, SEAKEEPER, INC., SHALL NOT BE LIABLE FOR ANY SPECIAL, 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 WHETHER SUCH LIABILITY BE CLAIMED IN CONTRACT, EQUITY, TORT OR OTHERWISE. SEAKEEPER, INC.’S OBLIGATION IS LIMITED SOLELY TO REPAIRING OR REPLACING (AT ITS OPTION AND AS SET FORTH IN SECTION 5), 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 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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