

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).

The summary of warranty coverage and exclusions in Section 5 and 6 below is only a summary, and Buyer should refer to Seller’s Limited Warranty Policy (a copy of which has been furnished to Buyer and is on Seller’s website) for a more complete description. Nevertheless, any warranty limitations or restrictions on warranty coverage or claims in these Standard Terms and Conditions which go beyond the limitations or restrictions in the Limited Warranty Policy shall be binding on Buyer.

1. ACCEPTANCE. 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.

2. PRICES. Prices are quoted EXW Seller’s Factory (Ex Works INCOTERMS 2000) 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.

3. TAXES. 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.

4. DELIVERY. 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.

5. LIMITED WARRANTY. Seller warrants that the Goods sold hereunder are free from defects in material and workmanship for a period of the earlier of i) 2000 (two thousand) hours of use, as hours of use are shown on the gyro’s display screen, ii) 36 (thirty-six) months from the date of shipment from Seller’s factory or iii) 24 (twenty-four) months from the date the Goods are put into service (which shall conclusively be presumed to be the date of sale of a vessel to an end user owner), whichever comes first. This express warranty is transferable during the warranty period to any subsequent vessel owner in which the gyro is installed, if written notice is given to Seller within thirty (30) days of such transfer, including full contact information for the new owner and number of hours of use shown on the gyro’s display screen. This warranty 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/User. Written notice of claimed defects shall have been given to Seller within the Warranty Period, and within thirty (30) days from the date any such defect is first discovered. If any part of the Goods is believed to be defective, Buyer or its permitted transferee shall notify Seller, and send a photograph of the gyro and any known defective part, and a photograph of the hours shown on the gyro display screen, together with any other information reasonably required by Seller to analyze the problem and confirm warranty coverage. Depending on that analysis, Seller may either require the Buyer or its permitted transferee to i) return the part of the Goods believed to be defective, or ii) make the gyro available to a SEAKEEPER Authorized Service Dealer for repair. In the case of goods or parts to be returned to Seller, these must be returned, accompanied by a Return Material Authorization.

6. (RMA) issued by Seller's facility responsible for supplying Goods, with transportation prepaid by Buyer/User, with written specifications of the claimed defect. If a warranty claim is valid, Seller shall pay reasonable one-way costs of transportation of the defective Goods from either the original destination or the location where defect occurred, whichever is closest to Seller's facility and shall provide a replacement part for installation by Buyer or its permitted transferee at no charge, and if service by a SEAKEEPER Authorized Service Dealer is necessary, Seller shall pay for all labor (excluding overtime) and component parts provided by such SEAKEEPER Authorized Service Dealer, and reasonable travel expenses of the Dealer's technician. Seller will return the gyro to the condition it was in prior to the failure of the covered defective component by repairing or replacing only the covered defective component and any component damaged or rendered unusable by that failure. Other parts removed during the process of the repair will be reinstalled as is. Additional work will be performed only if authorized by Seller and pursuant to the Seller's agreement to pay the cost thereof.

Replacement parts provided by Seller or a SEAKEEPER Authorized Service Dealer are warranted for repair or replacement due to defects in material and workmanship for 90 days from date of installation, subject to all exclusions and limitations in Sections 5, 6 and 7.

This warranty shall be void and if no effect if Buyer has failed to comply with any of the following requirements:

- Buyer shall operate and maintain the gyro according to the guidelines and recommendations specified in the Seakeeper Operation & Maintenance Manual. Upon request, Buyer shall provide proof of compliance with the Maintenance Schedules;
- In the event of a covered component failure, Buyer must promptly notify Seller and as directed by Seller, either return the part or make the gyro available to a SEAKEEPER Authorized Service dealer for repair and provide proof as requested that this warranty is still in effect (i.e., under 2000 hours of use and within the time limitations).

The following costs are expressly excluded from warranty coverage or Seller reimbursement:

- Buyer is responsible for the cost of all associated docking and harbor charges necessary to make the gyro available for repair.
- Buyer is responsible for costs incurred in gaining access to gyro and any cranes required for removal.

This Warranty does not cover component failures caused by:

- Operator abuse, neglect, improper operation or accident.
- An application or installation not approved by Seller
- Failure to follow maintenance procedures and scheduled component inspection/replacements as specified in the Seakeeper Operation and Maintenance Manual.
 - Corrosion or by disasters such as fire, flood, wind and lightning.
 - This warranty also does not cover normal wear components or costs associated with their failure:

Heat exchange
Brake bushings

Zinc anode

- Normal preventive maintenance and scheduled component inspections/replacements as specified in the Seakeeper operation and maintenance manual including:

2000 hour service

Zinc replacement

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 (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.

7. 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 above are inapplicable to and exclude (i) any products, components or parts 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 THE WARRANTIES SET FORTH ABOVE 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.

8. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER 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 OF WHETHER SUCH LIABILITY BE CLAIMED IN CONTRACT, EQUITY, TORT OR OTHERWISE. SELLER'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 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 LIABILITY EXCEED THE TOTAL PURCHASE PRICE SET FORTH IN THIS ORDER.

9. RESTRICTIONS ON EXPORT. 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.

10. NON-WAIVER BY SELLER. 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.

11. ASSIGNMENT. 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.

12. RESERVATION OF RIGHTS. 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.

13. GOVERNING LAW: LIMITATION ON ACTIONS. 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.

14. PROPERTY RIGHTS. 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.