

SEAKEEPER, INC. hereby warrants to the first retail purchaser that each new SEAKEEPER replacement part or accessory purchased from an authorized SEAKEEPER Service Center for use on all SEAKEEPER, INC. manufactured stabilization systems, will be free from defects in material or workmanship for the period of time stated in this limited warranty policy, subject to certain stated limitations.

WARRANTY COVERAGE

This warranty is for the period of **six (6) months** from date the spare part is purchased from SEAKEEPER, INC., SEAKEEPER service center or SEAKEEPER Distributor.

SEAKEEPER, INC. will repair or replace the product, or part of the product, proven to be defective, free of charge. Repaired or replaced parts or accessories will be warranted for the balance of the original warranty period.

GENERAL EXCLUSIONS

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

This warranty shall be void and not apply to damage or defects resulting from abuse or neglect, including but not limited to:

- 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;
- 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);
- Modification to the original part;
- Any willful misconduct;
- Lack of proper maintenance;
- Normal deterioration or wear;
- Acts of Nature such as, but not limited to, fire, flood, wind and lightning
- Water submersion or excessive exposure;
- Non-compliance with any applicable owner's manual, service manual or instructions.

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.

SPECIFIC EXCLUSIONS

This warranty will not cover the following:

- Cost of labor for replacement of a defective part or accessory
- Travel costs including but not limited to airline tickets, accommodation and living expenses of SEAKEEPER, INC., technicians or SEAKEEPER, INC., Certified Service Center (CSIC);
- SEAKEEPER, INC., 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.
- Replacement of parts or accessories or any costs associated for routine maintenance or normal wear and/or tear;
- Normal preventive and scheduled maintenance and component inspections/replacements as specified in the SEAKEEPER, INC., Operation Manuals and any other Maintenance Schedule documentation.

WARRANTY VERIFICATION & PERFORMANCE

Before any parts are exchanged under warranty, verification of the warranty status must be confirmed by SEAKEEPER INC., or a SEAKEEPER Service Center. A valid sales receipt must be presented along with the claim of defect.

Written notice of claimed defect(s) must be given to SEAKEEPER INC., within the Warranty Period, and within 15 (Fifteen) 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 RUN and SEA 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.

CUSTOMER'S RESPONSIBILITY

- The customer will be responsible for ensuring that the part or accessory was used in the manner that it was designed and/or intended;
- Installing, commissioning, operating and maintaining the Product in accordance with SEAKEEPER INC., policies and guidelines and outlined in the SEAKEEPER INC. Installation and Operation Manuals;
- All labor costs and expenses associated with part or accessory repair, removal and replacement;
- Costs associated with rental of any equipment needed during the replacement or repair of the Product.

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.

LEGAL RIGHTS: Some states/countries do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages; some of the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state/country to state/country.