

## LIMITED WARRANTY

**Seaspension Technologies, Inc. (the Company) warrants its products in normal use to be free of defects in materials and workmanship subject to the conditions and limitations below.**

**Any part, which proves to be defective in normal usage during the warranty period, will be repaired or replaced by the Company at the Company's discretion.**

**Recreational** - Three years from the date of purchase on parts and labor on all Seaspension® Products used for recreational purposes, except for the finishes of the Products.

**Commercial** - One year from the date of purchase on parts and labor on all Seaspension® Products, excluding finishes, used by governmental agencies and companies or individuals which use the Products in connection with non-recreational or for-hire purposes.

Determination of suitability of the product for the use contemplated by the buyer is the sole responsibility of the buyer and the Company shall have no responsibility in connection with such suitability.

In the event of a breach of this warranty, the Company will repair or replace such defect, at the election of the Company, as to such part(s) that may be defective with respect to workmanship and materials. The Company shall be responsible for ground shipping charges to any points within the continental United States FOB Largo, Florida. The Company shall not be responsible for any other express or special shipping.

This limited warranty is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

**Disclaimer of Damages:** Regardless of whether any remedy set forth herein fails in its essential purpose, in no event will the Company be liable for any special consequential, indirect or similar damages, including damage to equipment, other property, persons or any lost profits arising out of the use, failure or inability to use the Products. In no case will the Company's liability exceed the total price for the Product. The Company shall not be liable for any damage resulting from failures due to the use of the Products in applications for which they were not intended or failures due to corrosion, wear and tear, abuse or improper installation or maintenance.

This Limited Warranty shall be void if repair service is not performed by an authorized Company representative.

Some states, countries or other jurisdictions do not allow limitations or exclusions of liability for incidental or consequential damages, so the above limitations or exclusions may not apply.

This Limited Warranty gives you specific legal rights and you may have other legal rights, which may vary from state, country, or other jurisdiction.

### **Seaspension Technologies, Inc.**

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