

SeaStar Solutions 2 Year Limited Warranty

SeaStar Solutions warrants its products to be free from defects in materials and workmanship for a period of two years from the date of original retail purchase, provided, however, the warranty period for SeaStar Solutions products used commercially or in any rental or other income producing activity shall be as follows:

- Ninety days from the date of original purchase for mechanical and electrical products; and
- One year from the date of original purchase for hydraulic products.

We will provide replacement product without charge for any SeaStar Solutions product not covered by this warranty, which is returned (freight prepaid) within the warranty period to the dealer from whom such products were purchased, or to us at the appropriate address. In any such case, SeaStar Solutions products found to be defective and covered by this warranty will be replaced or repaired at SeaStar Solutions' option, and returned to the customer. SeaStar Solutions' sole responsibility under this warranty is limited to the repair or replacement of product which is, in SeaStar Solutions' opinion, defective. SeaStar Solutions is not responsible for charges connected with the removal of such product or reinstallation of replacement or repaired parts.

We will have no obligations under this warranty for any product which:

- has been improperly installed;
- has been used in an installation other than as recommended in our installation or operation instructions or specifications;
- has failed or has been damaged due to an accident or abnormal operation including racing, misuse or alterations outside our factory;
- has been repaired or modified by entities other than SeaStar Solutions;
- has been used on an engine/boat combination where the engine horsepower exceeds the rating established by the boat manufacturer;
- has been used with other product(s) which, in SeaStar Solutions' opinion, are incompatible with the SeaStar Solutions product.

THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEASTAR SOLUTIONS EMPLOYEES OR REPRESENTATIVES' ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY CUSTOMER, AND ARE NOT A PART OF THE WARRANTY STATED HEREIN. THIS WARRANTY WILL BE THE CUSTOMER'S EXCLUSIVE REMEDY. IN NO EVENT WILL SEASTAR SOLUTIONS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE PRODUCTS. Some states do not allow limitations on an implied warranty, or the exclusion of incidental or consequential damages, so the above exclusions may not apply to you. You may also have other rights which vary from state to state.

If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.

SeaStar Solutions products returned under this warranty must be tagged with the customer's name, street address, and phone number to ensure proper handling, and returned freight prepaid to the selling dealer or to the appropriate SeaStar Solutions manufacturing facility.