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## Warranty for Yacht Lift

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### WARRANTY

HI-TIDE SALES, INC. warrants the YACHT LIFT as follows:

- A. The structural integrity of the aluminum and stainless steel structure members will be free from defects in material and workmanship for a period of FIFTEEN (15) years from the date of delivery to the original purchaser. Under no circumstances will this warranty coverage extend to damage by electrolysis and corrosion
- B. The oil bath gearbox unit will be free from defects in material and workmanship for a period of FIVE (5) years from date of delivery to the original purchaser.
- C. The electrical motor will be free from defects in material and workmanship for a period of TWO (2) years from the date of delivery to the original purchaser.
- D. The remaining components will be free from defects in material and workmanship for a period of ONE (1) year from the date of delivery to the original purchaser.

HI-TIDE SALES, INC. agrees to provide the necessary parts and service to the equipment during warranty periods described above; provided HI-TIDE SALES, INC. receives notice of any such defect within the applicable specified warranty period.

This warranty shall be deemed void and unenforceable and the equipment shall be deemed sold "AS IS" and "WITH ALL FAULTS", with the entire risk as to quality and performance to be borne by the original purchaser without any implied warranty of fitness or merchantability if any of the following should occur:

- A. If the equipment should be installed at any location other than the original purchaser's address specified in the sales agreement.
- B. If the equipment shall be used in any commercial fashion or other than in accordance with the recommendations contained in the operators manual provided to the original purchaser.
- C. If the equipment is damaged by an event that is not the company's fault; such as, but not limited to, damage caused by accidents, misuse, overloading, negligence, alteration, modification, or abusive operation.
- D. If the original purchaser or any one not authorized by HI-TIDE SALES, INC. attempts to make any repairs to the equipment.

This warranty further does not cover any damages whatsoever including incidental and/or consequential damages resulting from any adverse weather conditions, acts of God or other causes not due to a defect in materials and/or workmanship of the equipment.

**NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.**

The provisions contained in this warranty shall constitute the entire warranty for the equipment. Any statements made relating to the equipment prior to the delivery of this warranty to the original purchaser and any descriptions or other information contained in any brochure describing the equipment are not intended to and do not form any part of the sales agreement and are not part of this warranty and are superseded by the terms of this warranty.

Effective 8/01/08