

TIDESMARINE

innovative products for the marine industry

LIMITED WARRANTY

Tides Marine, Inc. ("Tides") warrants the products it manufactures to the original purchaser of the product ("Buyer") to be free from defects in material and workmanship, for two (2) years from the date of original purchase or 2500 engine hours, whichever comes first, except for the SeriesOne Shaft Seal, that has a one (1) year Limited Warranty from date of original purchase.

MAKING A LIMITED WARRANTY CLAIM:

If Buyer believes a product is defective, Buyer should call Tides to obtain a Warranty Return Authorization (WRA) number and Claim Form to begin the warranty process. Tides may require Buyer to send photos, return the part(s) and a Warranty Claim Form. When Buyer sends a part(s) back to Tides, please write the WRA Number on the outside of the box.

PAYMENT OF LIMITED WARRANTY CLAIM:

Tides at its option, may approve or decline the Limited Warranty claim based solely on the Warranty Claim Form details. Tides may require Buyer to provide the part(s) believed to be defective for examination. If Tides approves the warranty claim, Tides at its option, will either provide the Buyer with a replacement part(s) or reimburse the Buyer for the original sales price of the returned part. This is Buyer's sole remedy for the returned part. Contact Tides for more information.

EXCLUSIONS:

This Limited Warranty does not extend to the following:

1. Parts that have been repaired or altered without Tides' prior written consent;
2. Parts used in conjunction with inferior parts not supplied by Tides;
3. Parts used for purposes other than those for which it was intended;
4. Parts subjected to misuse, or that were improperly installed or that were not properly maintained;
5. Parts damaged by accident, negligence or unknown circumstances;
6. Parts not used under normal use and service;
7. Regarding PDQ MV34, Tides Shaft Seal Assemblies may be installed at the owner's discretion, but Tides does not provide any type of warranty, Limited, Express or Implied;
8. Tides Marine Sure Seals, when used with engines with less than four (4) cylinders, Tides does not provide any type of warranty, Limited, Express or Implied.

DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF IMPLIED WARRANTIES:

BUYER'S ONLY REMEDY AND CAUSE OF ACTION AGAINST TIDES IS EXPRESSLY LIMITED TO THE REPLACEMENT OF THE PART OR REIMBURSEMENT FOR THE ORIGINAL SALES PRICE OF THE PART, COVERED UNDER THE LIMITED WARRANTY, AND NOT OTHERWISE EXCLUDED.

TO THE FULLEST EXTENT ALLOWED BY LAW, TIDES DISCLAIMS AND WILL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS, LOSS OF USE, TRANSPORTATION, PERSONAL INJURY OR DEATH CLAIMS, PERSONAL PROPERTY CLAIMS, OR ANY OTHER LOSSES OF THE BUYER OR ANY OTHER PARTY ARISING OUT OF OR IN ANY WAY RELATING TO ANY TIDES' PRODUCT.

THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THIS EXPRESS LIMITED WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE PERIOD OF THE EXPRESS LIMITED WARRANTY.

CHOICE OF LAW: Any dispute regarding this Limited Warranty will be governed by the General Maritime Laws of the United States and the Laws of the State of Florida, expressly excluding the application of the United Nations Conventions on Contracts for the International Sale of Goods.

CHOICE OF FORUM: Any action or proceeding arising out of or relating to this Limited Warranty must be filed in the United States District Court for the Southern District of Florida, Ft. Lauderdale Division, or the State Court in Broward County, Florida.

TIDES' LIMITED WARRANTY IS IN EFFECT WHEN PRODUCTS ARE PURCHASED OUTSIDE OF THE USA. WARRANTY ASSISTANCE CAN BE COMPLETED BY OUR OFFICES IN THE U.K., SPAIN AND AUSTRALIA, IF CONVENIENT AND GOVERNED BY THE USA GENERAL MARITIME LAWS.