

WARRANTY

HYDROHOIST® BOAT LIFTS

(1) What Is Covered By This Warranty. HydroHoist International, Inc., (HydroHoist) warrants, to the original retail purchaser (Consumer) only, that the lift that is the subject of this sale is free from defects in material or workmanship. The duration of this warranty, measured from date of installation, is limited as follows:

- (a) Period of first ownership ("lifetime") by the Consumer for Tanks;
- (b) Thirty-Six (36) months for all other components;
- (c) Twelve (12) months for Accessories and Parts not purchased with lift;
- (d) Twelve (12) months or to the end of the original lift warranty, whichever is greater, for Warranty Parts.

If the Consumer discovers within this period a defect in material or workmanship, the Consumer must promptly notify HydroHoist in writing. In no event shall such notification be received by HydroHoist later than one (1) month following expiration of the relevant warranty period. Within a reasonable time after such notification, HydroHoist will correct any defect in material or workmanship with either new or used replacement parts. Such repair, including both parts and labor, is at HydroHoist's expense. All warranty service will be performed at HydroHoist's option either on site or at HydroHoist's plant in Claremore, Oklahoma, with freight charges prepaid by the Consumer. These remedies are the Consumer's exclusive remedies for breach of warranty.

(2) What Is Not Covered By This Warranty. HydroHoist does not warrant any product, component or part (a) that is not manufactured by HydroHoist; (b) that is not installed or serviced by employees or contractors of HydroHoist International, Inc., or an Authorized HydroHoist Dealer; (c) damage caused by failure to provide a suitable installation environment for the lift; (d) damage caused by the use of the lift for purposes other than those for which it was designed; (e) damage caused by disaster such as fire, flood, wind and lightning; (f) damage caused by unauthorized attachments or modification; (g) damage during shipment; or (h) damage caused by any other abuse or misuse by the Consumer.

HYDROPORT₂®

(1) What Is Covered By This Warranty. HydroHoist International, Inc., (HydroHoist) warrants, to the original purchaser only, that the HydroPort₂® (a) conforms to HydroHoist's published specifications, and (b) is free from defects in material or workmanship. The duration of this limited warranty is 36 months (12 months for commercial use) from date of original consumer purchase on the roto-molded Polyethylene Shell, Roller, Wheels, Keel Guide, Bow Bumper and Mooring Components sold as original equipment with the HydroPort₂®. Said outer shell is warranted against cracking, peeling, sloughing and deterioration with normal use, including normal exposure to sunlight or other ultraviolet rays. If the consumer discovers within this period a failure of the HydroPort₂® to conform to specifications or a defect in material or workmanship, he/she must promptly notify HydroHoist in writing with a copy of original sales invoice for the product. In no event shall such notification be received by HydroHoist later than 37 months (13 months for commercial use) from the date of purchase. Within a reasonable time after such notification, HydroHoist will correct any failure of the HydroPort₂® to conform to specifications or any defect in material or workmanship, with either new or used replacement parts. Such repair, including both parts and labor, is at HydroHoist's expense. All warranty service will be performed at service centers designated by HydroHoist with Buyer to furnish transportation of HydroPort₂® to and from the designated centers. If HydroHoist is unable to repair the HydroPort₂® in the first 36 months (12 months for commercial use) of this warranty to conform to the warranty after a reasonable number of attempts, HydroHoist will provide, at its option, one of the following: (a) a replacement HydroPort₂®, or (b) full refund of the purchase price. These remedies are the purchaser's exclusive remedies for breach of warranty.

(2) What Is Not Covered By This Warranty. HydroHoist does not warrant (a) any product, components or parts not sold as original equipment by HydroHoist; (b) defects caused by failure to provide a suitable installation environment for the HydroPort₂®; (c) damage caused by use of the HydroPort₂® for purposes other than those for which it was designed; (d) damage caused by disasters such as fire, flood, wind and lightning; (e) damage caused by unauthorized attachments or modification; (f) damage during shipment; or (g) any other abuse or misuse by the purchaser.

