

WARRANTY

WARRANTY: Sunstream Corporation (the "Company") warrants its Recreational Products for a period of 3 (three) years, in both fresh and salt water to the original purchaser (the "Purchaser") against defects in all Product materials and workmanship beginning on the date of purchase of the Product from Sunstream under the following terms and conditions:

NOTICE REQUIREMENTS & REMEDIES: If the Purchaser discovers a defect, the Company, (or an authorized Sunstream dealer or agent), will, at the Company's option: (1) repair the Product, (2) replace the defective part, or (3) refund the purchase price of the Product upon confirmation by Sunstream that the Product is defective, provided that the Company receives notice of the defect before the warranty period lapses. Confirmation of the defect shall require that reasonable proof of the defect be provided by the Purchaser to Sunstream, and may include that the product or part be returned to Sunstream for inspection at Purchaser's initial expense. This warranty shall not apply if the Company receives notification after the before-stated deadline, regardless of when the defect occurred or was discovered, and regardless of the reason for the delay in notification. "Notification" shall be deemed to have occurred when the Purchaser sends written notice, (i) through a nationally recognized courier service, or (ii) by certified United States mail, (iii) by fax or e-mail to sunstreamcorp.com when receipt is confirmed by Sunstream's response. The notice shall include a written description of the problem along with the Purchaser's name, address, telephone number and a copy of the dated Bill of Sale, invoice or Purchaser's warranty certificate sent to the following address:

EXCLUSIONS: This Warranty does not apply to damages caused by or due to: (1) accident (including, without limitation, collision, fire, flood, wind storms, ice damage or any other natural disaster or acts of God), abuse, misuse, or overloading; (2) commercial use; or (3) faulty assembly or installation, if such assembly or installation was not performed by Sunstream employees. This Warranty is void if the Product has been modified without the permission of the Company or if any Company serial number has been removed or defaced. Normal maintenance requires an annual inspection of the Product, including bolts, pins, hydraulics, pump, electronics, and structural welds by a Sunstream employee or Sunstream dealer and failure to undertake such maintenance may constitute "abuse." This warranty does not void or alter any rights the Purchaser may have against dealers or suppliers of component parts. Underwater lights and the Dock Jock™ winch and strap are warranted for 1 year only

SALT WATER REQUIREMENTS & EXCLUSIONS: If any Sunstream Product is used in salt or brackish water, the Purchaser agrees that proper maintenance requires that the Purchaser shall attach, maintain, and regularly check sacrificial anodes, also known as "zincs", to the Product to prevent electrolysis and that failure to attach and maintain the zincs constitutes "abuse". Underwater light systems and Dock Jock™ personal watercraft lifts are not warranted for salt water use regardless of zinc use. Under normal circumstances, zincs should last a year if they are working normally. If the zincs are being "sacrificed" in a shorter period, an external current is entering the system and the Purchaser must find the source of this current and stop it, or change zincs at a much quicker rate. The most common source of external current is the shore power connection, especially the ground lead.

INTERNATIONAL WARRANTY: The Purchaser agrees that if the Product leaves the borders of the United States of America, Puerto Rico, or Canada, THE PURCHASER WILL PAY ALL SHIPPING COSTS, DUTY FEES, TAXES, LABOR AND ANY/ALL OTHER FEES/EXPENSES RELATING TO THE PRODUCT AT ALL TIMES, WHETHER DUE TO THE INITIAL PURCHASE OF THE PRODUCT OR DUE TO WARRANTY-BASED REPAIRS OR REPLACEMENT OF PARTS.

LIMITATIONS: EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT. SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE REMEDY FOR LIABILITY OF ANY KIND SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THIS WARRANTY AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE OR PROFIT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

