

# LIMITED WARRANTY POLICY



The limited warranty set forth below is given by Seametrics, with respect to Seametrics brand products purchased in the United States of America.

Seametrics warrants that products manufactured by Seametrics, when delivered to you in new condition in their original containers and properly installed, shall be free from defects in material and workmanship. **Seametrics products are warranted against defects for a minimum period of two (2) years from date of installation, unless otherwise specified, with proof of install date. If no proof of install date can be provided, warranty period will be two (2) years from date of shipment from Seametrics, as defined on Seametrics' invoice.** Seametrics' obligation under this warranty shall be limited to replacing or repairing the part or parts, or, at Seametrics' option, the products, which prove defective in material or workmanship. The following are the terms of Seametrics' limited warranty:

- a. Buyer must give Seametrics prompt notice of any defect or failure and satisfactory proof thereof.
- b. Any defective part or parts must be returned to Seametrics' factory or to an authorized service center for inspection.
- c. Buyer will prepay all freight charges to return any products to Seametrics' factory, or another repair facility, as designated by Seametrics.
- d. Defective products, or parts thereof, which are returned to Seametrics and proved to be defective upon inspection, will be repaired to factory specifications.
- e. Seametrics will deliver repaired products or replacements for defective products to the buyer (ground freight prepaid) to the destination provided in the original order.
- f. Products returned to Seametrics for which Seametrics provides replacement under this warranty shall become the property of Seametrics.
- g. This limited warranty covers all defects encountered in normal use of Seametrics products, and does not apply to the following cases:
  - i. Loss of or damage to Seametrics product due to abuse, mishandling, or improper packaging by buyer
  - ii. Failure to follow operating, maintenance, or environmental instructions prescribed in Seametrics' instruction manual
  - iii. Products not used for their intended purpose
  - iv. Alterations to the product, purposeful or accidental
  - v. Electrical current fluctuations
  - vi. Corrosion due to aggressive materials not approved for your specific product
  - vii. Mishandling, or misapplication of Seametrics products
  - viii. Products or parts that are typically consumed during normal operation
  - ix. Use of parts or supplies (other than those sold by Seametrics) which cause damage to the products, or cause abnormally frequent service calls or service problems
- h. A new warranty period will be established for repaired products, or products replaced during the original warranty period.
- i. In the event that equipment is altered or repaired by the buyer without prior written approval by Seametrics, all warranties are void. Damage caused by equipment or accessories not manufactured by Seametrics may void the product's warranty.
- j. SOFTWARE: The Seller grants the user a non-exclusive license to use Seametrics' software, according to the following limitations and conditions:
  - i. The user may install the software on one or more desktop or laptop computers.
  - ii. All title and intellectual rights to the software are owned by Seametrics.
  - iii. No copies may be made or distributed except as described above.
  - iv. The user may not modify or reverse-engineer the software.

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SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SIMILARLY, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CONSEQUENTIAL DAMAGE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; HOWEVER, YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.