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.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLIED TO THE PRODUCTS AFTER THE APPLICABLE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCTS, SHALL BIND SEAMETRICS. **SEAMETRICS SHALL NOT BE LIABLE FOR LOSS OF REVENUES, OR PROFITS, OR INCONVENIENCES, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE CAUSED BY THE USE OR MISUSE OF, OR INABILITY TO USE THE PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SEAMETRICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST SEAMETRICS BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SEAMETRICS AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK OF LIABILITY FOR LOSS, DAMAGE, OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE THE PRODUCTS NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF SEAMETRICS.**

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.