

Tidewater Marine Products®

LIMITED WARRANTY

Tidewater Marine Products, LLC

This Limited Warranty applies to the TideRider product sold by Tidewater Marine Products, LLC (“TMP”) or a TMP-certified dealer. Tidewater stands behind the TideRider product and offers the following limited warranty. Be advised that no agent, employee, or representative has the authority to offer any warranty or representations beyond those provided herein.

(1) What Is Covered By This Warranty; Tidewater Marine Products, LLC. (“TMP”) warrants that the TideRider product sold by TMP or a TMP-certified dealer is free from defects in materials and workmanship, under normal and proper use and operation. This limited warranty is offered to retail customers only, does not apply to commercial applications, and begins from the date of original installation by TMP or one of its certified dealers and expires as set forth below. Lift registration with TMP within ten (10) days of the original installation is required to activate this warranty.

Warranty durations are as follows: a) Full coverage on parts and labor for five (5) years on the primary lifting tanks. b) Full coverage on parts and labor for three (3) years on lift structures and control devices (excluding valves & GFCI, which only carry a one (1) year warranty). c) Full coverage for parts and labor for one (1) year on dealer parts, accessories, or mounting hardware. d) TMP warrants the installation of TideRider lifts completed by TMP for a period of one (1) year. For products installed by a TMP-Certified dealer, the warranty term will be determined by that dealer and not TMP.

If the Consumer discovers a defect during the warranty period, the Consumer must promptly notify TMP and the dealer that conducted the installation in writing. The notification of defect must be provided promptly and the Consumer must immediately cease use and operation of the lift to prevent further issues and/or damage. Within a reasonable time after notification, TMP will correct any covered defect in material(s) via repair of the defective part(s) or replacement with either new or used part(s) at TMP’s sole discretion. Such repair, including both parts and labor, shall be at TMP's expense.

(2) International coverage (outside of the United States). If the lift is situated in a region without a TMP-certified stocking dealer, then TMP will honor the parts warranty as detailed in paragraph (1). However, all freight costs related to procuring the necessary parts for repair at the location will be borne by the Consumer.

(3) What Is Not Covered By This Warranty. TMP does not warrant any product, component, or part (a) that TMP does not manufacture; (b) that are not installed or serviced by employees or contractors of TMP or an Authorized TMP-certified Dealer; (c) that have an altered or defaced

service number; or that have damage or defects caused by (d) failure to provide a suitable installation environment for the lift; (e) the use of the lift for purposes other than those for which it was designed; (f) disasters/acts of God such as fire, flood, wind, and lightning; (g) corrosion or other environmental factors; (h) failure to provide proper/stable electrical current to the control devices (i) unauthorized attachments or modification to the lift; (j) operation, maintenance or repair of the product contrary to written instructions from TMP; (k) continued or further use of the lift once any damage or defect is discovered; (l) damage during shipment; (m) accident, misuse, neglect, improper use or repair, or alteration by unauthorized users; or (n) any other abuse or misuse by the Consumer.

(4) Warranty Of Title, Patents, And Copyrights. In addition to the warranties outlined in the previous paragraphs, TMP warrants that it has good title to the lift, free of any encumbrance, and that the lift shall be delivered free from the rightful claim of any third person for infringement of patent or copyright. If a claim arises, the Consumer will allow TMP, at TMP's option and expense, to procure the right for the Consumer to continue using the lift to replace or modify it so that it becomes non-infringing, or to grant the Consumer a refund of the purchase price in exchange for return of the infringing lift.

(5) Implied Warranty. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE UNDER APPLICABLE STATE LAW ARE LIMITED TO A DURATION OF ONE (1) YEAR FROM DATE OF MANUFACTURE.

(6) Limitation Of Remedies. In no case shall TMP be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of lift or any associated equipment, cost of capital, cost of any substitute equipment, facilities, or services, downtime, the claims of third-parties including customers, and injury to property. This limitation does not apply to damages caused by a breach of the warranty of title against infringement under paragraph (4).

(7) Time Limit To Bring Suit. Any action for breach of warranty must be commenced within (3) months following the expiration of the relevant warranty period.

(8) No Other Warranties. Unless modified in writing and signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. Only TMP's President and Chief Financial Officer, and no other employee or agent of TMP (including franchisees, jobbers, distributors, or any other party) are authorized to make any warranty binding on TMP in addition to those made in this agreement.

(9) State Law. Some states do not allow (a) limitations on how long a warranty lasts or (b) limitations on incidental or consequential damages. Therefore, the limitations set forth above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any legal proceedings regarding this warranty shall be determined under the laws of the State of Florida with venue in Palm Beach County, Florida.

(10) Allocation Of Risks. This agreement allocates the risk of product failure between TMP and you. This allocation is recognized by both parties and is reflected in the price of the goods. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE BOUND BY ITS TERMS.

(11) If you have a warranty claim. To obtain warranty service, notify TMP in writing, at warranty@tidewatermp.com, within the applicable warranty period, with a detailed description of the alleged defect. If TMP determines that the product is indeed defective, and that such defect is not caused by corrosion, environmental factors, accident, abuse, misuse, neglect, improper use or repair, or alteration by unauthorized users, then TMP will, at its option, repair or replace the defective product. If the product was purchased/installed by a TMP-certified dealer, notify that dealer directly in writing of the defect.