



THE POWER PEDESTAL COMPANY

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HyPower[®]

LIMITED WARRANTY

HydroHoist Marine Group, Inc. 915 W. Blue Starr Drive, Claremore, OK 74017 USA - Ph: 918-341-6811

(1) **What Is Covered By This Warranty.** HydroHoist Marine Group, Inc. (HydroHoist) warrants, to the original retail purchaser (Consumer) only, that the product sold by HyPower to you is free from defects in materials and/or workmanship.

This limited warranty runs from the date of original installation (or without proof of installation, from three (3) months after the date of manufacture) for a period of three (3) years on all molded plastic parts manufactured by HyPower and for a period of one year on all remaining parts supplied by HyPower. If the Consumer discovers within this period a defect in material or workmanship, the Consumer must promptly notify HyPower in writing with proof of purchase. In no event shall such notification be received by HyPower later than one (1) month following expiration of the three (3) year warranty period. Within a reasonable time after such notification, HyPower will correct any defect in material and/or workmanship with either new or used replacement parts (at HyPower's discretion). Such repair, including both parts and labor, is at HyPower's expense. All warranty service will be performed at HyPower's option either on site or at HyPower's plant in Claremore, Oklahoma, with freight charges prepaid by Consumer. These remedies are the Consumer's exclusive remedies for breach of warranty.

(2) **What Is Not Covered By This Warranty.** HyPower does not warrant any product, component or part (a) that is not manufactured or provided by HyPower; (b) damage caused by failure to provide a suitable installation environment for the product; (c) damage caused by the use of the product for purposes other than those for which it was designed; (d) damage caused by disaster such as fire, flood, wind and lightning; (e) damage caused by unauthorized attachments or modification; (f) damage caused by operation, maintenance or repair of the product contrary to written instructions from HyPower; (g) damage during shipment; (h) damage caused by any other abuse or misuse by the Consumer; or (i) product which has an altered or defaced service number.

(3) **Warranty Of Title, Patents, And Copyrights.** In addition to the warranties set forth in the previous paragraphs, HyPower warrants that it has good title, to the product free of any encumbrance, and that the product 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 HyPower, at HyPower's option and expense, to procure the right for the Consumer to continue using the product 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 product.

(4) **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.

(5) **Limitation Of Remedies.** In no case shall HyPower 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 product 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 breach of the warranty of title against infringement under paragraph (3).

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

(7) **No Other Warranties.** Unless modified in writing 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 HyPower's President and Chief Financial Officer, and no other employee or agent of HyPower (including franchisees, jobbers, distributors, or any other party) are authorized to make any warranty binding on HyPower in addition to those made in this agreement.

(8) **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.

(9) **Allocation Of Risks.** This agreement allocates the risk of products failure between HyPower 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.**

(10) **IF YOU HAVE A WARRANTY CLAIM, PLEASE CONTACT HYPower AT 915 W. BLUE STAR DRIVE, CLAREMORE, OKLAHOMA 74017, OR BY PHONE NUMBER 918-341-6811.**