

COVERAGE. Seatorque Control Systems, LLC (SCS) warrants to each Covered Person, as hereinafter defined, that SCS will make repairs or replacements necessary to correct defects in materials and workmanship in a product ("Product") manufactured by SCS arising for a period of two (2) years from the earlier of: (i) the date of purchase; or (ii) 500 hours of operation, as indicated by an accredited engine hour meter ("Warranty Period"). Coverage to failure or breakage at the taper area on the propeller end of a shaft is limited to a 90-day period from the date of purchase. This warranty provides the exclusive remedy due to defects in materials and/or workmanship in the Product.

SCS RESPONSIBILITIES. SCS's sole obligation under this warranty shall be to repair, refurbish or replace, as determined by SCS in its sole discretion, at no charge for parts and SCS labor, any defective Product during the Warranty Period.

OWNER RESPONSIBILITIES. Owner is responsible for not exceeding the operational parameters of the Product, for maintenance of the Product as specified in the applicable Owners/Maintenance manuals and for providing proof that all recommended maintenance has been performed.

COVERED PERSON. During the Warranty Period, this warranty protects: (i) the original purchaser of the Product, provided, however, that such purchaser must provide: (a) a completed Warranty Registration card as provided by SCS; and (b) an Affidavit of Engine Hours, both within ten (10) days after purchase; and (ii) any subsequent purchaser of the vessel in which the Product is installed, provided, however, that such subsequent purchaser must provide: (a) proof of purchase of the Vessel; and (b) an Affidavit of Engine Hours, both within ten (10) days after closing.

NOTIFICATION OF CLAIM. A Covered Person must provide written notice of a claimed defect ("Claim") to SCS or an SCS authorized service center, if any, including: (i) a description of the defect; and (ii) the date of discovery of the defect within ten (10) days after discovery of an alleged defect. In the event that, at the time that a Covered Person makes a Claim, there is no SCS authorized service center which is capable of repair, refurbish or replace the allegedly defective Product, SCS may, in its sole discretion, provide authorization to an accredited repair facility, on a case by case basis to act as an authorized service center ("Authorized Facility"). Failure to provide SCS with such notification shall result in this warranty being null and void. A Covered Person must receive the prior written authorization from SCS before making repairs, refurbishments or replacements of an allegedly defective Product. Pending resolution of a Claim, it is the sole responsibility of a Covered Person to protect the Vessel and the Product from further damage.

INSPECTION RIGHTS. SCS reserves the right to: (i) inspect the allegedly defective Product at the location of the vessel; or (ii) request the allegedly defective Product to be shipped to either an authorized SCS Service Center, an Authorized Facility, or SCS directly, Stuart, FL USA for inspection. Failure to provide SCS with such inspection rights shall result in this warranty being null and void.

CHARGES. A Covered Person shall be solely responsible for: (i) the cost of parts shipping and any technician travel expenses; (ii) labor, yard, haul out/in fees and other charges for the removal of the allegedly defective Product; and (iii) labor and other charges for the installation of the replacement Product or part.

EXCEPTIONS. This warranty will be VOID and SCS shall have no obligations hereunder if: (i) the Product is incomplete (i.e. components are missing) when made available for inspection or returned to an authorized SCS service center, or SCS; (ii) a Covered Person has had work performed on the Product, (including adjustment, alteration, modification or repair) by anyone other than an SCS authorized service provider; (iii) the Product contains non-conforming or non-SCS approved parts; (iv) the Product was not installed in accordance with the SCS Installation Manual, including leakage or loose fittings; (v) the Product was not properly maintained, adjusted, altered, modified or repaired in accordance with the SCS Service and Owner's Manual, (including the use of service parts, seals, lubricants or fluids which are not approved by SCS); (vi) the Product is damaged due to, misuse, abuse, acts of God, fire or other casualty, theft, explosion, malicious mischief, vandalism or, neglect, the environment, (including exposure to corrosive and abrasive materials), improper bonding of the Vessel, (including galvanic corrosion); (vii) the Vessel is used for other than normal and customary purposes or for racing and/or commercial use, (whether or not the Vessel was designed for such uses) or misuse or abuse of the Vessel and/or Product; (viii) the Product is damaged due to accidents, grounding, collision, foreign objects striking the Product or Vessel, improper operation, storage (i.e. land or lift), transport or improper handling, lifting or hauling; and/or (ix) the engine hour meter has been altered or is inoperative so that the actual number of hours of operation cannot be determined.

CONSUMER PRODUCTS. The warranty on consumer products in the United States is a limited warranty. Any implied warranties applicable to Consumer Products terminate concurrently with the expiration of the express warranties applicable to the Product. These warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

LIMITATIONS. EXCEPT FOR THE WARRANTIES PROVIDED HEREUNDER, THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF THE PRODUCT FROM SCS. SCS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SCS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE PRODUCT. SCS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR INJURY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF THE PRODUCT WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY, INCLUDING LOSS OF REVENUES OR COSTS OF REPLACEMENT PRODUCTS, EVEN IF SCS IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, NOR DOES THIS WARRANTY COVER: (A) PAYMENT FOR LOSS OF USE OF THE VESSEL PRIOR TO OR DURING WARRANTY REPAIRS; (B) LODGING BILLS; (C) TOWING EXPENSES, BOAT YARD OR VESSEL HAUL OUT/IN CHARGES; (D) SUBSTITUTE VESSEL OR TRANSPORTATION RENTALS OR COSTS; (E) TELEPHONE CALLS; AND/OR (F) LOSS OF PAY OR OTHER ECONOMIC DAMAGES.

SCS does not warrant accessories or parts that are not manufactured or supplied by the SCS factory or which bear the name of another company. SCS is not responsible for failures of maintenance components supplied by SCS beyond 90 days after the coverage duration start date. Maintenance components include, but are not limited to: seals, o-rings, lubricants, hoses, and hose fittings. SCS does not cover wear or wear out of cover parts.

In the United States and Canada, this warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Outside the United States and Canada, or in some countries, in the case of consumer sales, the Owner may have statutory rights which cannot be affected or limited by the terms of this warranty.

Nothing in this warranty excludes or restricts any contractual rights the Owner may have against third parties.

This warranty describes the complete and exclusive rights pertaining to the Product. No oral representations or statements may be relied upon. This warranty may not be amended or modified, and additional rights may not be granted, unless in a written statement signed by SCS. SCS may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.

IMPORTANT: SCS SHALL HAVE NO OBLIGATIONS UNDER THIS LIMITED WARRANTY UNLESS EACH OF THE FOLLOWING CONDITIONS IS MET:

- 1) BUYER COMPLETES AND MAILES THE WARRANTY REGISTRATION CERTIFICATE WITHIN 10 DAYS OF PURCHASE;
- 2) BUYER COMPLETES AND MAILES THE ENGINE HOUR AFFIDAVIT WITHIN 10 DAYS OF PURCHASE;
- 3) NOTICE OF A WARRANTY CLAIM IS GIVEN TO SCS IN WRITING NO LATER THAN 10 DAYS AFTER THE DISCOVERY OF A CLAIMED DEFECT.



SEATORQUE CONTROL SYSTEMS, LLC LIMITED WARRANTY

SCS SHAFT SYSTEMS ST & M3 SERIES SCS SEATRACK STEERING COMPONENTS

RECREATIONAL APPLICATIONS WORLDWIDE