



HYDRAULIC MARINE SYSTEMS, INC.

www.hydraulicmarinesystems.com

Warranty Statement

1. Hydraulic Marine Systems (HMS) warrants to the original customer that every new thruster, properly installed and secured, will be free from defects in material and workmanship under normal use and service. If, during the warranty period following delivery of the equipment, there is a defect in material or workmanship, HMS shall repair or replace at HMS' cost. Repair or replacement will be made without charge to the customer at the customer's premises or, at another location of HMS' choice. The customer must have fulfilled all of his obligations to his purchase order, including payment obligations. Shipping may be required, at customer expense.

2. The warranty coverage for the engine on an HMS Thruster is specific to the engine manufacturer, such as Perkins Power Corp. Caterpillar, Duetz or Cummins Engines

3. The warranty coverage for hydraulic pumps and drive motors is specific to the pump manufacturer, such as Eaton Corp. and/or Sauer-Danfoss Corp.

4. The warranty is: **24 months**, unlimited operating hours on the Structural components (Drive housing, Frame, Aluminum tanks, Helm and Hood)

Manufacturer specific warranty for components, Valves, Steering motors etc. such as Eaton Corp. and/or Sauer-Danfoss.

Warranty will commence at time of completed sale.

This warranty does not cover:

1. Wear and tear on the equipment, corrosion or misuse, alteration, negligence or accidents.
2. Contaminants in hydraulic system or hydraulic hoses and leaks.
3. Improper installation, operation, maintenance or transportation.
4. Normal maintenance service or the parts required for service.
5. Labor for removal/re-installation of covered components

5. The warranties, obligations, liabilities and remedies provided herein, are exclusive and in lieu of any others available at law or equity. HMS' total aggregated liability with respect to any equipment or part that is defective shall not exceed the amount paid by the customer. The customer also agrees to release, defend, indemnify and hold HMS harmless from and against any and all further liability arising in any manner from such defective power pack or part.

6. UNDER NO CIRCUMSTANCES WILL THE CUSTOMER BE ENTITLED TO RESCISSION OR TO A REDUCTION IN THE PURCHASE PRICE. CUSTOMER WAIVES ANY AND ALL CLAIMS FOR LOSS OF TIME, REPLACEMENT POWER, INCREASED COSTS, INCONVENIENCE, LOSS OF USE OR PROFIT, LOSS OF GOODWILL, COST OF CAPITAL, COST OF RENTALS OR ANY OTHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.