



## Standard Warranty

**WARRANTY:** Sunstream Corporation (“Company”) warrants its Products\* for non-commercial and/or non-governmental use for a period of three (3)\* years, in both fresh and salt water, to the original purchaser (“Purchaser”) against manufacturing defects in all Product materials and workmanship beginning from date of purchase of the Product from Company\*\* under the following terms and conditions:

**NOTICE REQUIREMENTS AND REMEDIES:** If the Purchaser discovers a defect, the Company, or its authorized Company dealer or agent, will, at the Company’s option: (1) repair the Product, (2) replace the defective part, or (3) refund the purchase price of the Product upon confirmation by Company that the Product is defective, provided that the Company receives notice of the defect from the Purchaser or Company dealer before the warranty period lapses. Product changes caused by age or the environment, (such as marine growth or heat) shall not constitute a defect. Confirmation of the defect shall require that reasonable proof of the defect be provided by Purchaser to Company or Company dealer, and may include that the Product or part be returned to Company for inspection at Purchaser’s initial expense. This warranty shall not apply if the Company receives notification after the before-stated deadline, regardless of when the defect occurred or was discovered, and regardless of the reason for the delay in notification. “Notification” shall be deemed to have occurred when the Purchaser or Company dealer sends written notice to Company by fax or by e-mail and when receipt is confirmed by Company’s response.

**EXCLUSIONS:** This warranty does not apply to damages caused by or due to: (1) accident (including, without limitation, collision, fire, flood, wind, ice damage or any other natural disaster or acts of God), abuse, misuse, or overloading, out of level, or improper boat loading (i.e.: not fully on, too far on, or crooked on lift), or (2) faulty assembly or installation, if such assembly or installation was not performed by a Company employee or a Company dealer. Company is not responsible for determining the weight or dimensions of Purchaser’s boat, Purchaser is advised that published boat specifications are often inaccurate. This Warranty is void if the Product has been modified without the permission of the Company or if any Company serial number has been removed or defaced. Normal maintenance requires an annual inspection of the Product by a Company employee or Company dealer, including bolts, pins, hydraulics, pump, electronics, and welds and failure to undertake such maintenance may constitute “abuse.” Lift components’ fluid level and condition, including battery water and acid, Sun Fluid and strainer cleaning are maintenance items and are not covered by this warranty. Zincs, ropes, batteries, and cosmetic concerns and custom coatings are not covered by this warranty. Batteries supplied by Company that are maintained in top operating condition by Purchaser are warranted for a period of one (1) year. Underwater light systems and the DockJock are not warranted for use in brackish or salt water. This warranty does not void or alter any rights the Purchaser may have against dealers or suppliers of component parts.

**SALT WATER REQUIREMENTS AND EXCLUSIONS:** If any Company Product is used in brackish or salt water, the Purchaser agrees that proper maintenance requires that the Purchaser shall attach to the product, maintain, and regularly check sacrificial anodes, also known as “zincs,” in order to prevent electrolysis from damaging the lift metals, and that failure to attach and maintain the zincs constitutes “abuse.”\*\*\* Underwater light systems and the Dock Jock™ personal watercraft lifts are not warranted for for brackish or salt water use regardless of zinc use.\*

**INTERNATIONAL WARRANTY:** The Purchaser agrees that if the Product leaves the borders of the United States of America, Puerto Rico, or Canada, replacement parts shall be shipped with the dealer’s next container order. International dealers have the option of using parts from stocked product if possible to expedite response. Purchaser has the option to pay for expedited freight if desired.

**LIMITATIONS:** Except as expressly stated herein, there are no warranties, expressed or implied, by operation of law or otherwise, of the Product furnished under this Agreement. Seller disclaims any implied warranty of merchantability or fitness for a particular purpose. The sole remedy for liability of any kind shall be limited to the remedies provided in this warranty and shall in no event include any incidental, indirect, special or consequential damages or loss of use, revenue or profit. State law may override the above exceptions or limitations.

\*Fresh water applications for underwater light systems and the Dock Jock™ winch and strap are warranted for one (1) year; salt water applications are not warranted for these Products.

\*\*If the Product is purchased from a Company dealer, the warranty term begins upon the date the Product is sold to the end Purchaser or three (3) months from the date the Product is shipped from Company, whichever occurs first.

\*\*\*Under normal conditions, zincs should last at least one (1) a year. If Purchaser observes that the zincs are deteriorating in a shorter time period, an external current could be entering the system and the Purchaser must find the source of this current and stop it, or change zincs more frequently.

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