



**STEELHEAD
MARINE**
An AdvanTec Company

Two Year Platinum Warranty

Steelhead Marine Ltd. ("SML") warrants to the original end-user (the "Buyer") only that the "equipment" and its components are free from defective materials and workmanship for a period of two years from the date of purchase by the Buyer when purchased from SML. In the case of a new vessel, from the commissioning date of the vessel, or 2 years from the date the equipment leaves SML possession (whichever is less).

This Limited Warranty covers the cost of shop labor and materials when the defective equipment or its component(s) are delivered to SML.

Examination of the Crane: The Buyer (or representative) must examine the Crane upon delivery, and must report all defects to SML within ten (10) days of said delivery, failing which it shall be conclusively agreed between SML and the Buyer that the Crane has been delivered as specified in the contract. The Buyer shall report all visible shipping damage to the delivering shipping agent forthwith upon delivery. Failure to report shipping damage as provided above shall result in any and all shipping damage repair costs becoming the responsibility of the Buyer without recourse to SML or the shipping agent.

Making a Warranty Claim: The Buyer shall establish its warranty claim by delivering to SML, within the period of this Limited Warranty, a statement in clear and concise terms, setting forth the basis of the warranty claim together with proof of purchase, the make and model of the equipment, the date on which the equipment was installed, the name and return address of the party making the claim, and the name of the person or company installing the equipment.

Upon receipt of a valid warranty claim, SML reserves the right to either repair or replace the equipment or its components on board the vessel upon which it is installed, or require the Buyer to return the defective equipment or component(s) to SML transportation prepaid.

This Limited Warranty shall include the cost of materials and labor for the repair or replacement of the equipment or its components. This Limited Warranty

also covers the equipment or its components to be repaired or replaced on board the vessel upon which it is installed, however, all expenses associated with transportation of product(s), transportation of field service technician(s), and all in-the-field collateral support (equipment service, welding service, painting service) are the Buyer's responsibility.

Repaired or replaced products are warranted for the remaining portion of this original Limited warranty period as outlined above.

Exclusions: This Limited Warranty shall not be effective and shall be void, if the equipment or its components are:

- (i) Not installed or used under normal conditions and as recommended by SML;
- (ii) Subjected to abuse, neglect, or carelessness;
- (iii) Altered or repaired by anyone not authorized by Steelhead during the term of this Limited warranty;
- (iv) Subjected to lift weight in excess of rated capacity.; or
- (v) Subjected to persons being the load or part of the load during operation of the equipment.

This Limited Warranty does not cover, and SML is in no way responsible for any supporting or structural elements of the vessel upon which the Crane is installed, or any hoses, hydraulic fluids, filters, paint, or anodized finishes not supplied by SML.

Except as expressly provided in this Limited Warranty, SML is not responsible for the proper installation of the equipment or its supporting elements. It is the responsibility of the Buyer to ensure that the supporting and structural elements, and the equipment's connection thereto, are properly engineered and can withstand the loads of the equipment while in operation. The Buyer shall periodically inspect all structural and supporting elements of the vessel and equipment, all hoses and hydraulic assemblies for signs of wear, corrosion, and/or visible deterioration. The Buyer shall cease operation of the equipment at the first indication of deterioration.

This Limited Warranty shall not be valid except when delivered by an authorized representative of SML or installing shipyard, and the Buyer shall not be entitled to rely on any other representations or warranties, whether oral or written, except as provided in this limited warranty.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ANY WARRANTY IMPLIED BY STATUTE AND NOT EXCLUDED HEREIN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS IN EFFECT ONLY DURING THE DURATION OF THE EXPRESS WARRANTY SET FORTH HEREIN.

This warranty gives the Buyer specific legal rights, and the Buyer may also have other rights which may vary from country to country or state to state. This warranty shall be construed pursuant to the laws of the Province of British Columbia.