



Marine Fenders International, Inc.

LIMITED WARRANTY

WARRANTY:

OCEAN GUARD™ Marine fenders are warranted by the Manufacturer, Marine Fenders International, Inc. to be free from defects in materials and workmanship for a period of one year from the date of purchase. This warranty applies only to the Fenders operated in normal use and service. No representations made to the Purchaser at or prior to the time of sale regarding the characteristics, uses or quality of the Fenders are binding on the Manufacturer unless made expressly by the Manufacturer in writing. This warranty applies only to parts or components, which are defective, and does not cover repairs, which become necessary due to normal wear, misuse, accidents or lack of proper maintenance. Regular, routine maintenance of the Fender to keep it in proper operating condition is the sole responsibility of the Purchaser. This warranty does not cover damage caused by negligence, alteration, abuse, tampering, improper operations or loading of the unit beyond its rated capacity, nor does it cover damages, which are result of acts of God.

The warranty is in lieu of all other warranties expressed, implied, or statutory and the manufacturer expressly excludes any implies warranty of fitness for a particular purpose, any implied warranty of merchantability, and all other obligations or liabilities on the part of the Manufacturer in connection with its products. Manufacturer's obligation under this warranty shall not include any transportation costs, installations costs or any liability from delays, damage to property or injury to persons related to the operations, proper or improper, of the equipment. There are no warranties, which extend beyond the description on the face hereof.

NOTICE OF CLAIMS:

Immediately upon the receipt of the Fenders or any other product sold by Marine Fenders International, Inc., the Purchaser shall inspect the same. Any claim for alleged defective Fenders must be made within 15 days after the Purchaser learns of the facts upon which such claims are based, but in no event later than one year after Purchaser's receipt of the Fenders. All claims not made in writing and received by the manufacturer within the time period specified above shall be deemed waived. With respect to any defects incapable of discovery until the Fenders are in use, all claims for damages or losses as a result of such defects shall be waived unless made in writing and received by the Manufacturer within one year after Purchaser's receipt of the fender or within 15 days after Purchaser learns of the alleged defect giving rise to the claim, whichever shall first occur. After the expiration of either said periods, buyer expressly assumes all liability for all such damages or losses, irrespective of any use which shall have taken place or the occurrence or discovery of the alleged defect prior to the expiration of such periods.

LIMITATION OF LIABILITY:

Purchaser's exclusive remedy for claims arising hereunder shall be for damages. Manufacturer's liability for any and all losses and damages to Purchaser resulting from any cause whatsoever, including Manufacturer's negligence, alleged damage or defective goods, irrespective of whether such defects are discoverable or latent, shall in no event exceed the purchase price of the particular fenders with respect in which losses or damages are claimed, or, at the election of the Manufacturer, the repair or replacement of defective or damaged goods. In no event, including in the case of claim of negligence, shall the Manufacturer be liable for incidental or consequential damages.