

## **2 YEAR PLATINUM WARRANTY**

STEELHEAD MARINE LTD.

Steelhead Marine Ltd. ("Steelhead") warrants to the original end-user (the "Buyer") only that the yacht crane (the "Crane") and its components are free from defective materials and workmanship for a period of two (2) years from the date of purchase by the Buyer when purchased from Steelhead or an authorized dealer of Steelhead. In the case of a new vessel, from the commissioning date of the vessel.

This limited warranty covers the cost of shop labor and materials when the defective Crane or its components are delivered to Steelhead.

**EXAMINATION OF THE CRANE:** The Buyer must examine the Crane upon delivery, and must report all defects to Steelhead within ten (10) days of said delivery, failing which it shall be conclusively agreed between Steelhead 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 Steelhead or the shipping agent.

**MAKING A WARRANTY CLAIM:** The Buyer shall establish its warranty claim by delivering to Steelhead at its Customer Service Centre at 7057 Beatty Drive, Mission, British Columbia, V2V 6C4, 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 Crane, the date on which the Crane was installed, the name and return address of the party making the claim, and the name of the person or company installing the Crane. Upon receipt of a valid warranty claim, Steelhead reserves the right to either repair or replace the Crane or its components on board the vessel upon which it is installed, or require the Buyer to return the defective Crane or component(s) to Steelhead at its Customer Service Centre at 7057 Beatty Drive, Mission, British Columbia, V2V 6C4, transportation prepaid.

This Limited Warranty shall include the cost of materials and labor for the repair or replacement of the Crane or its components at Steelhead's Customer Service Centre. This Limited Warranty also includes the Crane 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 (Crane 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 from the date the Crane was purchased by the Buyer.

**INSTALLATION OF CRANE:** If requested by the Buyer Steelhead will install the Crane or its components on board the vessel using its field service technicians, or at the sole discretion of Steelhead may nominate a third party installer of equivalent qualifications. Such third party installer/technician will be clearly identified in Steelhead's commercial invoice with respect to the sale of the Crane or any of its components.

**EXCLUSIONS:** This Limited Warranty shall not be effective, and shall be void, if the Crane or its components are: (i) not installed or used under normal conditions and as recommended by Steelhead; (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 dead weight in excess of rated capacity; or (v) subjected to persons being the load or part of the load during operation of the Crane.

This Limited Warranty does not cover, and Steelhead 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 Steelhead Marine. Except as expressly provided in

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

This Limited Warranty shall not be valid except when delivered by an authorized representative of Steelhead 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.