



## SEADEK STANDARD WORKMANSHIP AND MATERIALS WARRANTY

This Workmanship and Materials Warranty (the "Warranty") is made by HYPERFORM INC. ("Hyperform"), a Florida corporation, for DBA SEADEK ("SeaDek"), in connection with the Buyer's purchase of a SeaDek product, as more fully defined in that certain purchase order of even date herewith ("the Covered Product"). This Warranty constitutes the entire agreement between Hyperform and the Buyer as to any warranty provided by Hyperform to the Buyer on the Covered Product.

- I. **ACKNOWLEDGEMENTS OF BUYER.** By accepting this Warranty, Buyer acknowledges to Hyperform they following:
  - A. That Buyer has read and understands the terms and limitations of this Warranty.
  - B. That Buyer has been provided with sufficient opportunity to consult with independent legal counsel regarding this Warranty and the limitations hereof, and that Buyer has not relied upon any statements or representations of Hyperform for Buyer's understanding or interpretation of any provision hereof.
- II. **LIMITED WARRANTY ON WORKMANSHIP AND MATERIALS.** Hyperform warrants to the Buyer that the Covered Product are free from defects in workmanship and materials for a period not to exceed thirty-six (36) months from date that the Covered Product are shipped from Hyperform for delivery to the Buyer, provided however, as a condition precedent to enforcement of the Warranty, the Covered Product are used and maintained in accordance with all Hyperform specifications, preparation, application, storage, as set forth in the Application Instruction document relevant to the Covered Product, posted at seadek.com.
- III. **LIMITATIONS ON HYPERFORM LIABILITY.**
  - A. Hyperform's total liability under this Warranty shall not exceed the replacement value of this covered product.
  - B. In no event will Hyperform be liable under any theory of liability or be obligated for consequential or indirect damages.
  - C. This Warranty shall not be assigned or transferred by the Buyer without the prior written approval of Hyperform.
  - D. This Warranty shall be governed by and construed according to the laws of the state of Florida, U.S.A.
- IV. **WARRANTY DISCLAIMERS.**
  - A. THIS WARRANTY SUPERSEDES AND REPLACES ANY PREVIOUS WARRANTY MADE OR OFFERED TO THE BUYER BY HYPERFORM AND SEADEK, INCLUDING BUT NOT LIMITED TO ANY WARRANTY SET FORTH IN ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.
  - B. HYPERFORM SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS WARRANTY. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY; (1) THERE ARE NO WARRANTIES ESTABLISHED OR IMPLIED; (2) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; (3) NO EXPRESS WARRANTY IS GIVEN; AND (4) NO AFFIRMATION OF FACT OR PROMISE MAKE BY HYPERFORM, BY WORD OR ACTION, SHALL CONSTITUTE A WARRANTY.
  - C. THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS IS EXPRESSLY EXCLUDED FROM THIS WARRANTY.
  - D. EXCEPT FOR THE PROVISIONS SET FORTH IN THIS WARRANTY, NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF HYPERFORM HAS ANY AUTHORITY TO BIND HYPERFORM TO ANY OTHER AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING THE PRODUCT SOLD TO THE BUYER. UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY IS SPECIFICALLY INCLUDED IN THIS WARRANTY, IT SHALL NOT BE ENFORCEABLE BY THE BUYER.