

LIMITED WARRANTY

Terms of Coverage

- C.W.F. HAMILTON & Co. Ltd. (HAMILTONJET) warrants to the original purchaser that each new HAMILTONJET Product is free from defects in material and workmanship under normal use and service for the Warranty Period.
- In the event that a warranted defect in material or workmanship is disclosed to HAMILTONJET within the Warranty Period, HAMILTONJET's obligation is limited to, at its option, repairing or replacing the defective Product, or component part at its factory or such other location as may be designated by HAMILTONJET.
- Defective Products shall be returned to HAMILTONJET or its authorised service representative for inspection with transportation charges prepaid by the purchaser to the location specified by HAMILTONJET.
- This Warranty only applies where the Product is shown, to the satisfaction of HAMILTONJET, to be defective in material or workmanship during the Warranty Period.
- HAMILTONJET will supply parts required for warranty repairs free of charge and pay reasonable authorised labour costs.
- To the extent permitted by law, this warranty sets out the original purchaser's exclusive remedies with respect to the Product covered by this warranty. In the event that HAMILTONJET determines it is unable to repair or replace any component part(s) found to be defective in materials and/or workmanship, HAMILTONJET's warranty liability shall be limited to payment by HAMILTONJET to the original purchaser of an amount not to exceed the value of the defective part(s), together with shipping charges, if any, incurred.
- All Products removed or replaced under the Warranty shall become the property of HAMILTONJET.
- All warranty claims shall be lodged with HAMILTONJET or its authorised distributor.

Warranty Period

- The Warranty Period for HAMILTONJET Products is limited to a period of twenty-four (24) months from the date of original shipment from the HAMILTONJET factory, or twelve (12) months from the vessel launch date, whichever occurs first.

Limitation of Liability

- This warranty is extended only to the original purchaser, and is not transferable to or assignable to any other person or entity, and does not extend to future performance.
- In no event will HAMILTONJET, its distributors, or affiliates be liable for any incidental, punitive or consequential losses, inconveniences, damages or other costs resulting directly or indirectly from any defect in the Product covered by this warranty, including, but not limited to, loss of use, revenue or profit.
- HAMILTONJET reserves the right to change its Product through changes in design or materials without obligation to incorporate such changes in any Products previously manufactured, but any improvement or changes may be incorporated in replacement Product.

This warranty does not extend to failures, damages or defects resulting from the following:

- What HAMILTONJET determines to be, misuse, abuse, overloading, improper application, improper transportation or storage, abnormal wear and tear, negligence, carelessness, accident, natural calamity, vandalism, fouling caused by foreign material, peculiar water conditions or chemicals, or other circumstances over which HAMILTONJET has no control.
- Operation or maintenance in any way other than in accordance with the operating and maintenance instructions of HAMILTONJET.
- Vessel-to-shore electrical connections that change the corrosion potential of the vessel. For vessels equipped with shore power this warranty will not extend to the Product unless an isolating transformer or galvanic isolator is fitted as described in the applicable HAMILTONJET Product Manual.
- Incorrect installation, as per the applicable HAMILTONJET Product Manual and the applicable HAMILTONJET Designer's Manual. This warranty will not extend to the Product unless a negative earth bonding system has been installed in the vessel as specified in the respective HAMILTONJET Product Manual, and a jet mainshaft critical speed check carried out to HAMILTONJET's written satisfaction.

This warranty does not cover or provide payment or reimbursement for the following:

- Any Product which may have been serviced, repaired or altered in any way by anyone other than HAMILTONJET or a HAMILTONJET authorised facility.
- Any repairs or alterations carried out with the use of parts or accessories not manufactured by HAMILTONJET or its authorised representatives.
- Items incorporated in any HAMILTONJET Product (other than by HAMILTONJET) when such items have been manufactured by others or are warranted by their respective manufacturers in favour of the purchaser.
- Used or reconditioned parts.
- The cost of transporting the vessel to a repair facility and for all related towing, harbour, docking, slippage, lifting, moorage, launching or retrieval charges.

NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTY EXCEPT AS HEREIN STATED

- To the extent permitted by law, this limited warranty is the only warranty extended by HAMILTONJET and is in lieu of all other warranties, EXPRESSED or IMPLIED, oral or written and of all other obligations or liabilities, including without limitation any IMPLIED WARRANTIES of MERCHANTABILITY or FITNESS for a PARTICULAR PURPOSE. Except as provided in this warranty the Product is sold As Is, Where Is.
- No other person or agent or distributor is authorised to modify this warranty, give any other warranty on behalf of HAMILTONJET or to assume for HAMILTONJET any other obligation or liability in connection with the sale of its Products.
- In the United States and Canada some states and provinces do not allow limitations on duration of an implied warranty, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state.
- In other countries outside the United States and Canada, you may have statutory rights which cannot be affected or limited by the terms of this warranty.