

MARINCO LIMITED WARRANTY – Updated November 2015

Subject to the exclusions and limitations detailed below, Marincos warrants to the original consumer that products of its manufacture will be free from defects in materials and workmanship under normal use and service for the following time periods from the original consumer's date of purchase:

<b>BRAND / PRODUCT</b>	<b>WARRANTY PERIOD</b>
<b>AFI</b>	<b>12 months</b>
<b>Wiper Motors *</b>	<b>12-36 months</b>
<b>Horns</b>	<b>12 months</b>
<b>BEP</b>	<b>12 months</b>
<b>NICRO</b>	<b>24 months</b>
<b>MARINCO</b>	<b>60 months</b>
<b>Precision Spot Light</b>	<b>36 months</b>
<b>Power Product</b>	<b>36 months</b>
<b>Battery Chargers</b>	<b>24 months</b>
<b>Horns</b>	<b>12 months</b>
<b>Wiper Motors *</b>	<b>12-36 months</b>
<b>Ventilation products</b>	<b>24 months</b>
<b>GUEST</b>	<b>24 months</b>
<b>Battery Chargers, Galvanic Isolators and Battery Isolators</b>	<b>24 months</b>
<b>Spotlights, Battery Switches</b>	<b>12 months</b>
<b>PARKPOWER</b>	<b>60 months</b>

\* The specific warranty period for wiper motors is included in the documentation contained in the packaging for such products.

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For purposes of this warranty: (i) the “original consumer” is defined as the purchaser who first uses the product after its initial installation or, in the case of products designed for nonpermanent installation, the first owner who uses the product; and (ii) “Marinco” is defined as Power Product, LLC, doing business as Marinco.

### **EXCLUSIVE REMEDY**

Subject to the exclusions and limitations detailed below, in the event of a breach of this warranty during the applicable warranty period, Marinco, at its sole discretion, will (a) repair the product, (b) replace the product, or (c) refund the purchase price of the product. The remedy of repair, replacement or refund is the original consumer’s exclusive remedy in the event of a breach of this warranty. IN NO EVENT WILL MARINCO’S LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT.

### **EXCLUSIONS AND LIMITATIONS**

This warranty is limited to new products sold through Marinco authorized distributors, original equipment manufacturers or other channels of distribution expressly designated by Marinco. This warranty does not cover reconditioned products and is not applicable to products sold through third-party liquidators or internet-based auction sites.

This warranty does not cover damage caused by normal wear and tear, misuse, mishandling, accidents, lack of maintenance, overloading, alterations (including repairs or attempted repairs by parties other than Marinco authorized service personnel), improper installation, exposure to abnormal physical or electrical stress, exposure to abnormal environmental conditions, negligence, acts of God, and use in violation of any accompanying instructions or the intended purpose of the product.

### **TOTAL LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, MARINCO SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF MARINCO CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY MARINCO IN ITS SOLE DISCRETION. No Marinco agent, employee or representative has the authority to make any modification, extension, or addition to this warranty. If any term of this warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, MARINCO IS NOT LIABLE FOR ANY (i) CONSEQUENTIAL OR INCIDENTAL DAMAGES; (ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS INTERRUPTION, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR (iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT. THE FOREGOING APPLIES EVEN IF MARINCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON.

### **OBTAINING WARRANTY SERVICE**

In order to obtain the applicable warranty on a product, the original consumer must: (i) notify MarincO of any defect, malfunction or nonconformity within thirty (30) days after discovery of such defect, malfunction, or nonconformity, and (ii) obtain a Return Authorization Number (“RMA”) from MarincO.

Unless otherwise prohibited by applicable law: (i) proof of purchase is required at the time warranty services are requested, and (ii) all costs associated with returning the product to MarincO for warranty service shall be the sole responsibility of the original consumer.

Replacement products may be new or refurbished. If MarincO repairs or replaces the product, the repaired or replaced product shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair, whichever is longer.

### **ADDITIONAL RIGHTS**

FOR ORIGINAL CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY, STATE OR PROVINCE OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY, STATE OR PROVIDENCE OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF ORIGINAL CONSUMERS ARISING OUT OF NONCONFORMITY WITH A SALES CONTRACT. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED ABOVE MAY NOT APPLY TO ALL ORIGINAL CONSUMERS. THIS WARRANTY GIVES ORIGINAL CONSUMERS SPECIFIC LEGAL RIGHTS, AND ORIGINAL CONSUMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS WARRANTY IS GOVERNED BY AND SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF WISCONSIN, UNITED STATES OF AMERICA.

**RESERVATION OF RIGHTS**

Marinco reserves the right to restrict warranty service to the country where Marinco or its authorized distributors originally sold the product. If an original consumer seeks service in a country that is not the country of original purchase, the original consumer must comply with all applicable export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Marinco reserves the right to modify the terms of this warranty at any time and without notice. Such changes will be effective upon their posting at [www.marinco.com](http://www.marinco.com). The terms of this warranty in effect at the time of the original purchaser's purchase shall govern any warranty claims arising from such product.

Marinco Limited Warranty 1.0 (effective January 17, 2012)

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