



## Warranty for the Topless®

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### WARRANTY

HI-TIDE SALES, INC. warrants the TOPLESS® as follows:

- A. The structural integrity of the aluminum and stainless steel structural members will be free from defects in material and workmanship for a period of TEN (10) years from the date of delivery to the original purchaser. Under no circumstances will this warranty coverage extend to damage by electrolysis and corrosion.
- B. The oil bath gear box unit will be free from defects in material and workmanship for a period of FIVE (5) years from the date of delivery to the original purchaser.
- C. The electric motor will be free from defects in material and workmanship for a period of TWO (2) years from the date of delivery to the original purchaser.
- D. The remaining components will be free from defects in material and workmanship for a period of ONE (1) year from the date of delivery to the original purchaser.

HI-TIDE SALES, INC. agrees to provide the necessary parts and service to the TOPLESS® during the warranty periods described above; provided HI-TIDE SALES, INC. receives notice of any such defects within the applicable specified warranty period.

These warranties shall be deemed void and unenforceable and the TOPLESS® shall be deemed sold "AS IS" and "WITH ALL FAULTS," with the entire risk as to quality and performance to be borne by the original purchaser without any implied warranties of fitness or merchantability if any of the following should occur:

- A. If the TOPLESS® should be installed at any location other than the original purchaser's address specified in the sales agreement.
- B. If the TOPLESS® shall be used in any commercial fashion or other than in accordance with the recommendations obtained in the operators manual provided to the original purchaser.
- C. If the TOPLESS® is damaged by an event that is not the company's fault; such as, but not limited to, damage caused by accidents, misuse, overloading, negligence, alteration, modification, or abusive operation.
- D. If the original purchaser or anyone not authorized by HI-TIDE SALES, INC. attempts to make any repairs to the TOPLESS® or to replace any of its component parts, or otherwise alter the TOPLESS®.

These warranties further do not cover any damages whatsoever including incidental and/or consequential damages resulting from any adverse weather conditions, acts of God or other causes not due to a defect in materials and/or workmanship of the TOPLESS®.

**NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.**

The provisions contained in these warranties shall constitute the entire Warranties for the TOPLESS®. Any statements made relating to the TOPLESS® prior to the delivery of these warranties to the original purchaser and any descriptions or other information contained in any brochure describing the TOPLESS® are not intended to and do not form any part of the sales agreement and are not a part of these warranties and are superseded by the terms of these warranties.

Effective 01-01-99