

## LIMITED WARRANTY

This Limited Warranty (“**Limited Warranty**”), is entered into by and between Remora Marine, Inc., a Delaware limited liability company (“**Remora**”), and the original consumer purchaser (“**Buyer**”). This Limited Warranty shall control unless a written agreement modifying the terms is signed by the party affected.

**I. PRODUCT.** Buyer is purchasing a Remora SOLO from Remora, which is an underwater multi-use tool (the “**Product**”).

### **II. LIMITED WARRANTY.**

**A.** Remora warrants that the Product provided hereunder meets Remora’s standard specifications as set forth in this Limited Warranty. If any model or sample was shown to Buyer, that model or sample was used merely to illustrate the general type and quality of the Product and not to represent that the Product would necessarily be of that type or nature. The Product sold under this Limited Warranty is warranted to be free from defects in workmanship and materials for a period of one (1) year. **NO OTHER EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF REMORA, BY WORDS OR ACTION, WILL CONSTITUTE A WARRANTY.**

**B. Parties to Warranty.** This Limited Warranty is extended by Remora Marine, Inc., located at P.O. Box 840, Pismo Beach, CA 93448, to Buyer as the original consumer purchaser. This Limited Warranty takes effect on the date of purchase and is effective until one (1) year from the date of purchase, or until Buyer sells or otherwise transfers the Product. Only the original consumer purchaser is covered by this warranty.

**C. Warranty Coverage.** In the event of a Product defect, malfunction, or failure to conform to this Limited Warranty, Remora will, in its sole discretion, either: (1) repair the Product; (2) replace the Product without charge; or (3) provide Buyer with a refund or credit.

**D. Excluded from Warranty Coverage.** This is a Limited Warranty, and the following items and/or services are not included: (1) any problem with the Product that is caused by abuse, misuse, improper or unreasonable use of the Product; (2) any problem arising from alteration, modification, or disassembling of the Product; (3) fading or discoloration of the Product; and (4) any problem arising from failure to follow maintenance instructions.

**E. Claims Procedures.** Claims made under this Limited Warranty shall be processed as follows:

**i.** Buyer must contact the Remora Limited Warranty department at 1-(805) 481-7402, or if a component of the Product covered by the Limited Warranty is suspected of being faulty.

**ii.** Company will provide Buyer with a Limited Warranty Returned Material Authorization and a shipping return label. Buyer must complete the claim form and return the Product to Remora.

iii. Company's Limited Warranty department will process the claim and perform a full analysis on the Product prior to making a determination on the claim. Please note that all claims are handled on a case by case basis, and may take up to ten (10) days from the receipt of all pertinent documents and Products for a full analysis to be completed and the claim to be ruled on.

iv. If Company determines that the claim is covered by the Limited Warranty, Company will, at its sole and absolute discretion, provide Buyer with one of the coverage options identified in Section II.C above. Any return shipping costs related to a valid claim will be paid for by Company in full.

v. If the claim is determined to be invalid, Company will notify Buyer that the claim has been denied and the reason for the denial. In the event of an invalid claim, Buyer may elect to have Company repair or replace the Product at Company's then standard rates for labor and parts. Any amounts associated with repair costs or replacement parts will be communicated to Buyer in advance. Buyer will be responsible for any return shipping costs related to an invalid claim, including if Buyer would like the Product returned without any service performed.

#### **F. Limitation of Liability.**

i. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY, OR THE PROVISION OF ANY PRODUCT, EQUIPMENT, SERVICE OR INFORMATION.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

ii. **IN NO EVENT WILL REMORA'S AGGREGATE LIABILITY TO CLIENT FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS LIMITED WARRANTY, NONDELIVERY, OR THE PROVISION OF PRODUCT COVERED BY THIS LIMITED WARRANTY, REGARDLESS OF WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED.**

iii. **Force Majeure Event.** No liability shall result from delay in performance or nonperformance directly or indirectly caused by circumstances beyond the control of the party affected including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode (a "**Force Majeure Event**").

**G. LIMITATION ON DURATION OF IMPLIED WARRANTIES. EXCEPT AS OTHERWISE REQUIRED BY LAW, REMORA LIMITS THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE TO ONE (1)**

**YEAR FROM THE DATE OF PURCHASE.** Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**H. State-Specific Rights.** This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### **III. Miscellaneous.**

**A. Assignability.** This Limited Warranty is not assignable or transferable by Buyer, in whole or in part.

**B. Notices.** Any and all notices or other communications required or permitted to be delivered hereunder or by law to be served on, given to, or delivered to any party hereto by any other party to this agreement will be deemed given when sent by first class mail, postage prepaid, to the addresses set forth below, or to such other address as may be specified in a written notice to the other parties delivered in accordance with the provision hereof. Such notice will be deemed effective twenty-four (24) hours after having been deposited in the United States mail as specified above.

**C. Governing Law.** This Limited Warranty will be governed by and interpreted in accordance with the internal laws of the State of California without regard to conflicts of laws principles. The U.N. Convention on the International Sale of Goods will not apply.

**D. Severability.** Except as expressly provided in any other term or condition of this Limited Warranty, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**E. Entire Agreement.** The parties intend this writing to be the final expression of their agreement and it is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Limited Warranty. Acceptance or acquiescence in a course of performance rendered under this Limited Warranty shall not be relevant to determine the meaning of this Limited Warranty even when the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**F. Amendments.** No modification of this Limited Warranty shall be binding upon the parties unless separately contracted in writing and executed by a duly authorized representative of each party.

**G. Titles.** The titles and headings to the sections of the Limited Warranty are solely for the convenience of the parties and are not an aid in the interpretation of the Limited Warranty.