

LIMITED WARRANTY

T-H Marine Supplies, Inc. warrants to the first retail purchaser of its products that T-H Marine Supplies, Inc. will replace or repair the product, at its sole discretion, if any defects in material or workmanship are reported within the applicable warranty periods set out below from the date of the first retail purchase, subject to the remedies, exclusions, and limitations in this Limited Warranty. This limited warranty is effective for all T-H Marine Supplies, Inc. products purchased after January 1, 2007.

1. ATLAS™ hydraulic jack plates: Actuator mechanism - 3 years; jack plate frame – life of boat (for original purchaser)
2. All other T-H Marine Supplies, Inc. Products: 1 year

Other Limitations:

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, PROVIDED BY T-H MARINE SUPPLIES, INC. ON THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. T-H MARINE SUPPLIES, INC. FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

TO THE EXTENT REQUIRED BY LAW ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW NEITHER T-H MARINE SUPPLIES, INC., NOR THE SELLING DISTRIBUTOR, NOR THE SELLING RETAILER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE PRODUCT OR THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR INCIDENTAL AND CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Sole Remedy:

In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the product as of the date of the owner's claim. THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST T-H MARINE SUPPLIES, INC. FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE.

Acceptance of any product returned or any refund provided by T-H Marine Supplies, Inc. shall not be deemed an admission that the product is defective. Products that are replaced become T-H Marine Supplies, Inc.'s property. The terms and conditions contained in this limited warranty may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the express, written authority of a management level employee of T-H Marine Supplies, Inc..

Exclusions:

This Limited Warranty does not apply to the following items:

1. Any T-H Marine Supplies, Inc. products used in other applications than on pleasure boats, including but not limited to non-marine use or use on boats which are utilized for racing or commercial purposes.
2. Ancillary equipment used or associated with T-H Marine Supplies, Inc. products, including but not limited to, batteries, fuses, switches, wiring, electric light bulbs, lamps, or sealed beam units.
3. Any product damaged by accident, acts of nature, improper installation, unreasonable or improper use, lack of proper maintenance, unauthorized repairs or modifications, abuse, normal wear or tear, or other causes not arising from defects in materials or workmanship.
4. Any expenses involved in the removal, reinstallation, or transportation of the product.
5. Any product damaged by the failure of the owner to use, maintain, or store the product as specified in any instructions.
6. Any product with discoloration or failure due to solar or chemical exposure.
7. Any defect or repair requiring redesign of the T-H Marine Supplies, Inc. product, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction.

Owner's Obligations:

It is the responsibility of the purchaser to return the product, with proper prior authorization, to T-H Marine Supplies, Inc. at the address below, postage pre-paid, and insured with proof of original purchase including date.

T-H Marine Supplies, Inc.
200 Finney Drive
Huntsville, AL 35824
Phone: 256-772-0164
Internet address: www.thmarine.com

For Warranty Requests:

Phone: 256-772-0164
Fax: 256-772-7135
Normal business hours: Monday through Thursday, 7:00am to 5:00pm CST