

***SeaCure*TM Piling 20 Year Limited Warranty**

SeaCure Docking Systems, Inc., a supplier of patented and engineered construction products to the marine industry, warrants to the original dock owner, that *SeaCure* tm Piling will not fail as a dock system support column for a period of twenty (20) years from the date of original purchase. SeaCure Docking Systems, Inc. further warrants that for the life of the *SeaCure* tm Piling, it will not be consumed by marine borers.

Failure, damage or malfunction resulting from normal wear and tear, lack of proper maintenance, improper installation, misuse, abuse, negligence, alteration/modification, accident, excessive loads, incompatible chemicals, impact of foreign objects, tornado, hurricane, flood, fire, ice or any other acts of God are not considered defects under this warranty and are the sole responsibility of the owner.

SeaCure Docking's liability under this warranty is limited solely and exclusively to, at our discretion, the replacement of defective product or the refund of the original purchase price, prorated twenty (20) years from the date of purchase. The Purchaser must give written notice within thirty (30) days of discovery of any alleged defect and include proof of purchase and proof of defect to SeaCure Docking Systems, Inc., P.O. Box 1049, Urbanna, Virginia, 23175.

SeaCure Docking Systems, Inc. does not warrant the design or the engineering of specific structures. Each purchaser is solely responsible for determining the effectiveness, suitability and safety for the use of any *SeaCure* tm product. SeaCure Docking Systems does not warrant any aspect of installation. In no event will SeaCure Docking Systems be liable for labor, installation, reinstallation, accessory materials, engineering, freight, taxes or any other costs resulting from any defective *SeaCure* tm products.

Any products or components not of SeaCure Docking Systems own manufacture, accessories such as light bulbs, light fixtures, hoses, etc., is sold under such warranty only as the maker thereof gives to SeaCure Docking Systems and SeaCure Docking Systems is able to enforce, but such items are not warranted by SeaCure Docking Systems in any way.

This warranty may not be amended without the written and signed approval of an officer of SeaCure Docking Systems, Inc. No person or entity is authorized by SeaCure Docking to make statements of representation regarding the performance of *SeaCure* tm Piling or any other *SeaCure* tm products, except as contained in this warranty. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SeaCure Docking shall not be liable for any direct or indirect incidental punitive, consequential, exemplary or other damages of any kind whatsoever as related to *SeaCure* tm Piling, or any other *SeaCure* tm products, whether such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.