



HI-LEX HC49 SERIES MARINE CABLE

TWO-YEAR LIMITED WARRANTY

LIMITED WARRANTY

1. **TOHATSU AMERICA CORPORATION** (“TAC”) warrants each HI-LEX HC49 SERIES MARINE CABLE (each a “Product”) distributed by TAC to be free from defects in both materials and workmanship under normal use for a period of **two years (24 months)** from either the date of first retail sale or the date on which the Product is first put into service, whichever occurs first, subject to the following limitations.
2. A Product used at any time in commercial or rental applications is only warranted for a period of **ninety (90) days** from either the date of first retail sale or the date on which the Product is first put into service, whichever occurs first.
3. TAC, at its option, will repair or replace any Product found to be defective and covered by this limited warranty and return the repaired or replacement Product to you, all at no cost to you. Repair or replacement of the Product by TAC or an authorized TAC dealer (each an “Authorized Dealer”) is your sole remedy under this limited warranty. TAC is not responsible for the cost of removing a defective Product, delivery of the Product to TAC or an Authorized Dealer, or the installation of a repaired or replacement Product.

WHAT IS NOT COVERED

1. The cost of regular maintenance service for the Product is not covered by this limited warranty.
2. This limited warranty does not cover damages or failures of the Product resulting from:
 - a. installation of the Product in a manner other than as recommended;
 - b. accident, theft, fire, neglect, misapplication or misuse, submersion, and/or racing;
 - c. modification, alteration or repair of the Product other than as authorized by TAC; or
 - d. use of the Product in a boat where the engine horsepower exceeds the rating established by the boat manufacturer.
3. THROUGHOUT THE ENTIRE TERM OF THIS LIMITED WARRANTY, TAC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF USE OR PROFITS,

INCONVENIENCE, TRANSPORTATION COSTS, AND/OR COMMERCIAL LOSS. NOTE: Some states do not allow the exclusion or limitation of certain damages, so the above limitations or exclusions may not apply to you.

OBTAINING WARRANTY SERVICE

If you think that your Product is defective in materials or workmanship, follow this procedure:

1. Return the Product in person or freight pre-paid, along with a copy of your proof of purchase (sales receipt), to an Authorized Dealer for inspection. A Product sent COD will be rejected.
2. To locate an Authorized Dealer contact TAC at (214) 420-6440.
3. In order to process your warranty claim, you must provide:
 - a. the type of engine and boat in which the Product was installed;
 - b. a description of the Product failure; and
 - c. your name, shipping address and telephone number.
4. TAC or its Authorized Dealer will inspect the returned Product and make a determination, at TAC’s or its Authorized Dealer’s reasonable discretion, as to whether the Product is defective.

OTHER WARRANTY TERMS AND RIGHTS UNDER STATE LAWS

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS LIMITED TO THE TERMS AND CONDITIONS OF THIS WRITTEN LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. THIS WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND ANY ADDITIONAL RIGHTS MAY VARY FROM STATE TO STATE. IN NO EVENT SHALL THE LIABILITY OF TAC UNDER THIS LIMITED WARRANTY EXCEED THE ORIGINAL COST OF THE PRODUCT, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW.