

## LIMITED WARRANTY

This limited warranty covers only the original buyer of the TideSafe by HydroGuard Marine and is limited to residential use only. The limited warranty is not transferable to subsequent owners or purchasers of this product. The parts warranty period begins on the date of purchase as shown on its receipt or invoice. This limited warranty covers defects in materials and workmanship as follows:

**Polyethylene Tanks:** Tanks will be repaired or replaced for 3 years (replaced tanks are covered for the remainder of the original warranty). **Structure/Frame/Mechanical Parts:** Aluminum and stainless-steel frames will be free from defects in material and workmanship for 3 years from the date of purchase (damage caused by electrolysis and/or corrosion is NOT covered). HydroGuard Marine, LLC will supply, at no charge, new or rebuilt replacements in exchange for defective mechanical parts (Hose clamps, frame, mechanical hardware, rubber connectors, manifold, and walkway). \*Return of product will be at HydroGuard's discretion. The **manual controller** will be free from defects in material and workmanship for two years. The **electronic controller** will be free from defects in material and workmanship for one year. HydroGuard Marine, LLC will provide necessary parts and labor during the warranty periods described above, provided HydroGuard Marine receives notice of any such defects within the applicable specified warranty period. Labor does not include travel time. The purchaser will pay for all parts and labor after the warranty period.

**\*Extension Cord:** Extension cords must be a minimum of 12-gauge, no longer than 50'. If longer than 50' cord is needed, a lower gauge cord is required. **Damage resulting from inadequate voltage is not covered.**

**Power Surge:** The controller needs to be unplugged when not in use. Damage to the controller resulting from power surge will not be covered under warranty.

This warranty shall be deemed void and unenforceable and the TideSafe shall be sold "AS IS" and "WITH ALL FAULTS," with the entire risk as to the 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 TideSafe is installed at any location other than the original purchaser's address specified in the sales agreement. **B)** If the TideSafe shall be used in any commercial fashion or other than per the recommendations obtained in the owner's manual provided to the ORIGINAL purchaser. **C)** If the TideSafe 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 HydroGuard Marine LLC attempts to repair the TideSafe, replace any of its parts, or otherwise alter the TideSafe, the warranty will not apply. This warranty further does 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 or workmanship of the TideSafe.

Accessories provided by the dealer such as extension cords, adaptors, fender balls, and ropes are not covered,

Any claim must be in writing with proof of purchase and provided to your local dealer or distributor within 15 days of the discovery of the defect. You may also email HydroGuard Marine at [info@hydroguardmarine.com](mailto:info@hydroguardmarine.com) to obtain the benefit of this warranty. \*Return of the defective product will be at HydroGuard's discretion. This limited warranty does not assume the risk of loss during shipment, nor will it insure the product shipment to the consumer.

This warranty is the sole and exclusive warranty. No employee, agent, dealer, or other person is authorized to alter this warranty or make any other warranty on behalf of HydroGuard Marine, LLC. This warranty is valid from January 1, 2024.

Some countries, districts, or states do not allow the limitation or exclusion of relief, incidental, consequential, special, or indirect damages, or the limitation of liability to special amounts, so the above limitations or exclusions may not apply to you.

