

# LIMITED WARRANTY / LIMITATIONS OF REMEDIES AND LIABILITY

## P.S.S. (Packless Sealing System) Shaft Seal

**Grant of Limited Warranty.** The PSS (Packless Sealing System) Shaft Seal ("PSS") is warranted by PSS Seals, LLC. to the original purchaser only to be free from defects in material and workmanship under normal use and maintenance for a period of three (3) years from the date of first use or shipment, whichever comes first. During the warranty period, all original parts subject to this limited warranty and determined by PSS Seals, LLC. to be defective in materials or workmanship, will either be repaired or replaced by PSS Seals, LLC. or its authorized agent, at its sole option, free of charge, except for shipping and handling charges and dealer labor charges (if applicable), which charges are not covered by this limited warranty. The warranty on any part repaired or replaced under this limited warranty expires at the end of the original warranty period.

**Limitations of Limited Warranty.** This limited warranty does not cover and does not apply to any PSS: (i) altered in any way inconsistent with the shaft seal design as provided, (ii) improperly installed and/or maintained, (iii) incompatible with any portion or component of any boat or application that is not supplied by PSS Seals, LLC., regardless of the cause of the failure or incompatibility of such portion or component, (iv) used for purposes other than those for which it was designed, and/or (v) subjected to misuse, neglect or accidents. In order to obtain warranty service, the PSS, together with the bill of sale or other dated proof-of-purchase document identifying the shaft seal model number, must be presented to an authorized PSS dealer during the warranty period. For assistance in locating an authorized PSS dealer, please contact PSS Seals, LLC. at:

PSS Seals, LLC.  
12532 Beverly Park Road  
Lynnwood, WA 98087  
Phone: 425-400-1772

Except for the limited warranty expressly provided above, to the maximum extent permitted by applicable law, PSS Seals, LLC. and its suppliers make no warranties, express or implied, and disclaim all warranties, duties and conditions, whether express, implied or statutory, with respect to the PSS, including, without limitation, any implied warranties of merchantability, against latent defects, fitness for a particular purpose, or correspondence to description.

**Limitation of Remedies.** In the event of a breach of the limited warranty set forth above, PSS Seals, LLC. or its authorized agent will only be obligated at PSS Seals, LLC. sole option to either repair or replace the failed PSS. If after written notice to PSS Seals, LLC. of each defect, malfunction or other failure and a reasonable number of attempts to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, PSS Seals, LLC. shall refund the purchase price paid to PSS Seals, LLC. in exchange for the return of the sold good(s). Said refund shall be the maximum liability of PSS Seals, LLC. THE FOREGOING REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST PSS Seals, LLC. REGARDLESS OF THEORY, WHETHER ARISING IN CONTRACT, BREACH OF ANY WARRANTY, TORT, INCLUDING STRICT LIABILITY OR NEGLIGENCE, OR OTHERWISE.

**Limitation of Liability.** To the maximum extent permitted by applicable law, PSS Seals, LLC. and its suppliers expressly disclaim and exclude any liability for any incidental, special, indirect or consequential damages resulting from any reason whatsoever. This exclusion applies to all legal theories under which damages may be sought.

**Note:** This limited warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

Please refer to the P.S.S. Shaft Seal Instruction Booklet for installation instructions.