## Warranty Terms and Conditions

#### Warranty Statement

This warranty applies to all equipment serviced or supplied by The Service Centre a subsidiary of Maritime Services Ltd. who warrants each repair or exchange unit to be of good materials and workmanship and that repairs are carried out to the manufacturer's instructions and as far as is practical equipment restored to the manufacturer's original specification.

## Limited Warranty

The Service Centre, will repair or exchange under warranty any parts found to be defective in material or workmanship under normal use for a period of 1 year/12 months from the date of repair subject to provision of an appropriate sales invoice or other documentation to enable The Service Centre to clearly establish the equipments warranty status

The Service Centre Limited Warranty is strictly "Return to Base" at the consumers cost and covers parts, post repair return carriage to the consumer and labour associated with any warranty repair provided that the work is carried out by The Service Centre. It does not cover any work carried out by third parties.

Where, due to the lack of availability of spare parts or other limitation. The Service Centre is unable to provide a warranty repair then where NEW parts were used the consumer will receive a full refund less the standard test and inspection charge or where SERVICE/RECYCLED parts were used 1/12<sup>th</sup> (one twelfth) of the original cost of the parts for each month remaining of the warranty plus labour less the standard test and inspection charge.

This warranty is subject to the limitations below and specifically excludes any labour or costs associated with removal and refitting of equipment or visits to the vessel by any third party which remain the responsibility of the consumer.

Where equipment is inspected and tested by The Service Centre and found to be in full working order a charge for the inspection and test will be made to the consumer at the current published rate.

# Warranty Service

A full list of local service agents are available on The Service Centre web site www.theservicecentre.eu or by email to technical@theservicecentre.eu or The Service Centre product support +44 (0) 1929 554503

An appropriate sales invoice or other documentation to enable The Service Centre to clearly establish the warranty status of the equipment showing date of repair and serial number must be made available at the time of request for warranty service.

# Warranty Limitations

The Service Centre warranty policy does not apply to exchange or remanufactured equipment which has been purchased from any other source, including but not limited to "Boat Jumbles", other than an Approved Service Agent.

The Service Centre warranty policy applies only to the original purchaser or consumer for whom the repair was carried out; title to warranty does not pass with any subsequent sale of the equipment.

The Service Centre warranty only applies to the parts fitted by The Service Centre and the associated labour to fit those parts.

The Service Centre warranty policy does not apply to equipment which has been subjected to accident, abuse or misuse, shipping damage, alterations, corrosion, water damage, incorrect and/or non-authorised service, or equipment on which the serial number has been altered, mutilated or removed.

The Service Centre assumes no responsibility for damage incurred during installation or as a result of improper installation.

Consumable items, (such as; fuses, batteries, drive belts, snap-in impeller carriers, impellers, impeller bearings, and impeller shaft) are specifically excluded from this Warranty.

All costs associated with transducer replacement, other than the cost of the transducer itself, are specifically excluded from this Warranty.

This warranty specifically excludes all costs associated with removal and refitting of equipment. These include but are not limited to: taxi, launch fees, subsistence, customs, shipping, mooring fees, boat lifts, sea trails, commissioning, third party maintenance, service agent and boat vard fees, and communication charges etc or visits to the vessel by any third party which remain the responsibility of the consumer.

No claim for warranty will be accepted by The Service Centre where on inspection the equipment is found to be in full working order as described in the accompanying manual or Manufacturer's Service Manual. Under such conditions the consumer will be liable for all costs associated with the inspection and testing of such equipment.

#### TO THE EXTENT CONSISTENT WITH UK AND EU LAW:

THIS WARRANTY IS STRICTLY LIMITED TO THE TERMS INDICATED HEREIN. AND NO OTHER WARRANTIES OR REMEDIES SHALL BE BINDING ON THE SERVICE CENTRE INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABLE OR FITNESS FOR A PARTICULAR PURPOSE.

THE SERVICE CENTRE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL (INCLUDING PUNITIVE OR MULTIPLE) DAMAGES AS A RESULT OF ANY FAILURE OF REPAIRED OR EXCHANGED OR ASSOSIATED EQUIPMENT.

THE SERVICE CENTRE PROVIDES NO WARRANTY AS TO THE COMPATIBILITY OF EQUIPMENT WITH THAT OF ANOTHER MANUFACTURER.

FUNCTIONALITY IS LIMITED TO THAT AS DESCRIBED IN THE ACCOMPANYING MANUAL AT THE TIME OF PURCHASE OR THE MANUFACTURERS UPGRADE INFORMATION PACK AT THE TIME OF ANY SOFTWARE OR HARDWARE UPGRADE. NO WARRANTY IS PROVIDED BY THE SERVICE CENTRE IN RESPECT OF ANY LACK OF FUNCTIONALITY OR FAILURE FOLLOWING A MANUAFCTURER APPROVED SOFTWARE OR HARDWARE UPGRADE.

THIS WARRANTY EXCLUDES AND THE SERVICE CENTRE ACCEPTS NO LIABILITY FOR ANY FAILURE OF EQUIPMENT DUE TO ANY SUBSTITUTION OF PARTS OR MODIFICATION CARRIED OUT BY THE SERVICE CENTRE AT THE REQUEST OF THE CUSTOMER TO A MANUFACTURERS STANDARD PRODUCT.

ALL EQUIPMENT SERVICED OR EXCHANGED BY THE SERVICE CENTRE ARE MERELY AIDS TO NAVIGATION. IT IS THE RESPONSIBILITY OF THE USER TO EXERCISE DISCRETION AND PROPER NAVIGATIONAL SKILL INDEPENDENT OF ANY THE SERVICE CENTRE EQUIPMENT.

THIS WARRANTY COMPLIES WITH EC DIRECTIVE 1999/44/EC AND APPLIES TO ALL PRODUCTS OR SERVICES SOLD AT RETAIL FROM JULY 1ST 2002. IT SUPERCEEDS ANY OTHER WARRANTY IMPLIED OR OTHERWISE ISSUED WITH ANY PRODUCT OR SERVICE AS A RESULT OF THAT PRODUCT CONTAINING PRINTED MATERIAL PRODUCED PRIOR TO THIS DATE.

The Service Centre warranty terms and conditions do not affect the consumer's statutory rights under the Sale of Goods Act 1979 and Services Act 1982.