

1. GENERAL TERMS AND CONDITIONS OF THE WARRANTY

Marine Instruments guarantees that its products and accessories have been manufactured free of any defect, in materials and manufacturing, according to its specification sheets and that they have passed all the quality controls established before leaving the factory, in order to ensure a correct operation under the operational conditions established.

The warranty covers the costs of faulty parts and labor at the factory. In case of fault or breakdown of the equipment, Marine Instruments establishes a legal warranty for this product **of 24 months from the date of sale to the purchaser** (only applicable with the presentation of the proof of payment).

2. EXCLUSIONS

Marine Instruments shall not be obliged to proceed under warranty conditions in the following cases:

A) DAMAGES DERIVING FROM MISUSE

- The repair of equipment belonging to other customers, with the series number missing, altered, erased or illegible.
- The repair or replacement of parts due to wear produced by the normal use of the product and/or that have to be replaced during its service life.
- Use out of specifications, included in the instructions or user manual.
- Use of the product with accessories, peripheral units and other products not established by Marine Instruments S.A.
- Damages or faults in the product deriving from its transportation when not carried out by Marine Instruments.

B) HANDLING OF COMPONENTS BY THIRD PARTIES NOT AUTHORIZED BY MARINE INSTRUMENTS.

- Poor installation or attempts of repair by staff alien to the factory, except if there is express authorization of Marine Instruments.
- The handling or opening of the product by the staff alien to Marine Instruments S.A.

C) DAMAGED DERIVING FROM ACCIDENTS or NEGLIGENCE

Including:

- Effects deriving from adverse weather conditions, fires, inappropriate programming, overvoltage and falls or short circuits,
- Liquids or trace of liquids or condensation in the products not intended to be used outdoors,
- Direct sun exposure or use at temperatures out of range: 0 to 50°C,
- Any other accident produced by misuse, negligence or mishandling.

The material under warranty shall be checked by Marine Instruments S.A. in order to assess if it meets any of the aforementioned exclusion causes.

In no case will the warranty cover an amount superior to the faulty product.

3. CLAIM

Those claims for non-compliances or faulty products found in the equipment are limited to:

- **the repair or replacement** of the damaged product or faulty parts or;
- **the reimbursement of the product's value** at the moment of the claim, when the repair or replacement of the product is impossible for Marine Instruments S.A.

In case of replacement, the product or part replaced will belong to Marine Instruments. Marine Instruments can replace parts with other parts that have been repaired. The replacement of the product or a part does not extend nor restart the warranty period for the product repaired or replaced, which will have a **warranty of six (6) months** from the date of repair, **or the remaining of the original warranty period**, whatever comes later. The warranty period will be stopped during the repair or replacement and will be restarted when the client receives his/her new or repaired.

4. FAULTS UPON RECEIPT

If a non-compliance or fault is found during the inspection or repair of the product for sales or installations, the purchaser can return the whole products, within 15 days from receipt, in the original packing with all the accessories, manuals, certificates, etc. Afterwards, Marine Instruments will replace the new product as a **new product** on stock/production.

In those cases when damages or accidents are produced during the transportation of the product from Marine Instruments, S.A., in order to file a claim for damages, you shall inform the transportation company within a 24-hour deadline or, if the external package is deteriorated at the moment of delivery, indicate it on the delivery note signed at the receipt of the product.

5. INITIAL CHECKING OF THE PRODUCT.

We recommend to the person who is going to install the product that he/she checks onboard the correct operation of the equipment according to the instructions and user manuals provided with the equipment.

Should there be any fault, Marine Instruments S.A. provides the following email address for its customers: **service24@watchingman.com**

It is recommended to notify the incidence as soon as possible, providing all the details to facilitate the repair: product, series number, symptoms of breakdown, etc.

The period to inform Marine Instruments S.A. of the non-compliance of the product is **2 months** from the appearance of the damage or fault. After this period, Marine Instruments will not be responsible for the damages produced due to the delay in the notification of the problem.

Should it be impossible to solve the breakdown found off-site from the factory, the equipment will be checked at Marine Instrument. The staff of the post-sales department will carry out a diagnosis and as a result it will establish whether the equipment is under the warranty period or not, and after informing the customer, it will proceed according to the provisions established.

6. RIGHTS AND DUTIES OF THE PURCHASER.

In order to obtain a warranty service, the purchaser must return the faulty product to Marine Instruments S.A. before the termination of the warranty period. The equipment shall arrive to Marine Instruments, S.A. together with the appropriate breakdown report dully filled in, indicating the problem found in the equipment sent and the proof of payment of the equipment, with the series number, the price and the date of sale/purchase of the equipment. Otherwise, no repair or replacement can be carried out.

The date of the breakdown report shall be within the aforementioned warranty validity period. Should the equipment not meet the warranty conditions, it will go into the repair stage, so a quotation will be

prepared and sent to the customer or distributor. Once the customer has accepted the quotation, the equipment will be repaired.

Marine Instruments has spare parts with prices available to the customer when required and guarantees the existence of spare parts for at least 5 years from the date in which the manufacturing of the equipment is stopped.

When the product returned has been received by Marine Instruments for its repairing or replacement, the customer will receive a **documental confirmation of the contracting made**.

By request of the customer, the breakdown of all the goods, products, services and labor can be detailed when applicable, as well as any surcharge and applicable taxes.

During the 6 months after the purchase, Marine Instruments will be in charge of the expenses involved by the management of the warranty, including **posting and handling**. After these 6 months, the customer will be the one in charge of sending the equipment to the premises of Marine Instruments using the shipping method deemed convenient. Marine Instruments, S.A will be in charge of the repair and subsequent shipping of the product. After this period, the **customer will take care** of the posting and handling costs or as agreed between Marine Instruments S.A. and the customer/distributor.

The repairs or replacements will always take place at the factory of Marine Instruments S.A. in Nigrán (Pontevedra). Should technicians need to move for the assessment and/or repair of the product, the traveling expenses, accommodation and repair (if applicable) will be paid by the customer.

Marine Instruments S.A - In force from 1 June 2014 until new version.

Further information: service24@watchingman.com