

Locomarine Limited Factory Warranty

Locomarine Networks d.o.o. (Locomarine in further text) manufactures marine electronic products which are marketed, sold and supported worldwide via the Locomarine sales network. Each and every Locomarine Distributor or Dealer is committed to support the products in accordance with the market's needs and requirements. In addition, the Locomarine Distributors and Dealers are obliged to support the products irrespective of who sold and installed the product using their knowledge and best practices.

As Locomarine products are Remote Support capable, we advise Buyer to contact Locomarine Support directly. Locomarine Support can be reached at support@locomarine.com or via phone specified on website www.yachtrouter.com

1. LOCOMARINE FACTORY WARRANTY

This warranty is granted to the Buyer who purchased the product from Locomarine. In the following document Buyer is related to person or company who bought the product directly from Locomarine.

A Locomarine Distributor or Dealer is obliged to make his own warranty arrangement with their buyers, and shall grant a warranty for a period of minimum 12 months from the date of sale. The warranty provided by Locomarine Distributor or Dealer should, as a minimum, comply with Locomarine Limited Factory Warranty.

Locomarine warrants this product and accessories to be free of defects in material and workmanship for a period of 24 months from the date of invoice of Locomarine sale of the product to the Buyer, and that the product has been manufactured in accordance with the specifications, has been carefully manufactured and tested or inspected and has left Locomarine in good operating condition. For certain products an Extended Warranty period can be purchased. Please contact Locomarine at sales@locomarine.com

In the event of a defect, Locomarine will, at its discretion, repair or replace the product with no charge to the Buyer for parts and labor or reimburse the Buyer's purchase price. Replacement may involve the use of functionally equivalent reconditioned units. The repaired or replaced product will be warranted until the end of the period specified in original Warranty issued for defected unit. If no defect were found and product is working according to the specifications Locomarine can charge testing time to Buyer according to the official price list that can be requested from Locomarine at sales@locomarine.com

2. BUYER'S ENTIRE REMEDY

Buyer's exclusive remedy defective products shall as set forth in this Limited Warranty be limited to – at Locomarine discretion (1) the repair or replacement of any defective part of the product or accessories which are covered by this warranty or (2) reimbursement of Buyer's purchase price. All other remedies, liabilities or implied warranties shall explicitly be excluded.

3. BUYER'S DUTIES

To obtain warranty service, Buyer must, before expiration of the warranty period return the product or accessories with a written warranty claim which shall include all relevant information including description of the nature of defect, and return address to Locomarine. All shipping costs from Buyer to Locomarine must be paid by Buyer. Locomarine pays standard freight costs from Locomarine factory to Buyer after warranty repair. Locomarine will not be responsible for losses or damage to the product incurred while the product is in transit or are being shipped for repair. Insurance is recommended.

4. END-USER DUTIES

To obtain warranty service, End-User who is not a Buyer (person or company who did not bought product directly from Locomarine) must, before expiration of the warranty period return the

product or accessories with a written warranty claim which shall include all relevant information including description of the nature of defect, and return address to (choose one):

a) Locomarine Distributor or Dealer who did not sell the product to End-User.

All freight and forwarding costs from End-User to Locomarine must be paid by End-User. Locomarine pays standard freight costs from Locomarine to End-User after warranty repair.

b) Locomarine Distributor or Dealer who sold the product to End-User.

As Locomarine Distributor or Dealer is obliged to make his own warranty arrangement with an End-User it is in their discretion to carry obligations specified in the warranty.

c) Locomarine.

All shipping costs from End-User to Locomarine must be paid by End-User. Locomarine pays standard freight costs from Locomarine to End-User after warranty repair.

Locomarine will not be responsible for losses or damage to the product incurred while the product is in transit or is being shipped for repair. Insurance is recommended.

4. LIMITATION OF IMPLIED WARRANTIES

Except as set forth in item above, all other expressed or implied warranties, including those of fitness for any particular purpose and merchantability, are hereby disclaimed.

5. EXCLUSIONS

This warranty does not cover the following:

1. Normal wear and tear
2. Damages related to lightning, voltage surges, short circuits, inductive spikes
3. Costs related to any installation or subsequent dismantling and removal of the product and renewed installation (travel costs and accommodation, labor etc.)
4. Any damage due to shipping
5. Defects directly or indirectly resulting from:
 - a. Servicing performed or attempted by third party;
 - b. Improper installation;
 - c. Use outside the specification limits;
 - d. Misuse, negligence, tampering, improper use or accidents;
 - e. Damage caused by lightning, overload or short circuit;
 - f. Liquids or trace of liquids or condensation inside the product.
6. Act of God

6. EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE

Absent gross negligence or willful misconduct, Locomarine shall not be liable to Buyer or any other person for any incidental, special, indirect, or consequential damage whatsoever, including but not limited to lost profits, damage resulting from delay or loss of use, loss or damage arising out of the use or inability to use this product, or breach of this warranty even though caused by negligence or other fault. In no event will Locomarine be responsible for such damage, even if Locomarine has been advised of the possibility of such damage.

7. MERGER

This written warranty is the complete, final, and exclusive agreement between Locomarine and the Buyer with respect to the quality of performance of all the goods and any and all warranties and representations. This warranty sets forth all of Locomarine responsibilities regarding this product. This warranty gives you specific legal rights and you may also have other rights, which may vary from country to country. Locomarine assumes no liability for any criminal/civil penalties resulting from illegal use of the product.

For information about the Locomarine sales network visit www.yachtrouter.com