

## **Terms of Sale**

Thank you for visiting our website [www.lewmar.com](http://www.lewmar.com) and reviewing these Terms of Sale. The purpose of these Terms of Sale is to inform you of our policies governing your purchase of merchandise from our Site. All references to “Lewmar,” “we,” “our,” and “us” in these terms refer to Lewmar Inc.

### **Orders and Purchasing**

Lewmar reserves the right to refuse any order placed with us, for any reason, with or without notice to you. We may also limit quantities available per person, per household, or per order, including by cancelling or modifying an order that has already been submitted. Lewmar may enforce any such limitations by cross-referencing customer accounts, credit card numbers, and/or billing or shipping addresses. Lewmar reserves the right to limit or prohibit orders that, in its sole judgment and discretion, appear to be placed by dealers, resellers, and/or distributors.

Terms of payment are within Lewmar’s sole discretion. In order to purchase merchandise you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, email address, credit or debit card information and shipping address. The Privacy Policy associated with this Site explains how such information is collected and used by Lewmar.

Your purchase is subject to limits established by your credit or debit card issuer. You must notify Lewmar immediately of any change in your credit or debit card information, including any change to your home address. Once your order is placed, and your debit or credit card is charged for your purchase our systems will send you an email confirmation. An email is also sent when we finish processing your order. Due to weekends and holidays if you place an order after our order processing deadline you may experience a delay between your shipping confirmation email and the actual shipment of your order. You must pay all amounts accrued in your account, including sales tax and shipping and handling charges, when due. Lewmar may, in its sole discretion, decline service to or terminate any account. By purchasing any merchandise from the Site or any other products offered via the Site, you acknowledge and agree that your credit or debit card is being charged by the payment processor of Lewmar or its vendor (the operator of such product or service).

### **Sales Tax**

For certain purchases of merchandise Lewmar may be required to collect sales tax. In states or regions that impose sales or use tax, a purchase is subject to tax unless specifically exempt. Purchases from the Lemar’s Site are not exempt from sales or use taxes simply because they are made from the Internet or because Lewmar may not be required to collect sales or use tax by any particular state or region. Whether any sales tax will be collected on a given purchase and the amount of tax charged depends on a number of factors. You are responsible for any applicable taxes not collected by Lewmar and certain states require purchasers to file a sales/use tax return annually reporting taxable purchases that were not taxed and to pay such tax. For details, see the website of, or otherwise contact, the applicable taxing authority. If any sales tax will be collected directly by Lewmar in connection with a purchase that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase.

### **Shipping and Handling Charges**

The cost of shipping and handling will be determined by the weight of the total of merchandise purchased. Backordered items will be shipped separately as soon as they become available, at no extra cost. We may occasionally offer special promotions for free or discounted shipping. These promotions have strict eligibility requirements. The time frame for the shipment method you selected will begin when the carrier picks it up for delivery. The risk of loss and title for such items passes to you upon our delivery to the carrier. Please allow 1-2 business days for order processing and verification. We are not responsible for any lost, stolen, or damaged shipments. You assume all liabilities related to shipped orders.

### **Limited Warranty and Key Terms of supply by Lewmar**

Lewmar warrants that in normal usage and with proper maintenance its products will conform with their specifications for a period of three (3) years from the date of purchase by the end user, subject to conditions, limitations and exceptions listed below. Any product which prove to be defective in normal usage during that three (3) year period, will be repaired or, at Lewmar's option, replaced by Lewmar.

### **Conditions and Limitations of Warranty**

- I. Lewmar's liability shall be limited to the repair or replacement of any parts of the product which are defective in materials or workmanship.
- II. Responsibility for the selection of products appropriate for the use intended by you and shall rest solely with you and Lewmar accepts no responsibility for any such selection.
- III. Lewmar shall not be liable in any way for product failure, or any resulting loss or damage which arises from:
  - a) Use of a product in an application for which it was not designed or intended;
  - b) Corrosion, ultra violet degradation or wear and tear;
  - c) A failure to service or maintain the product in accordance with Lewmar's recommendations;
  - d) Faulty or deficient installation of the product (unless conducted by Lewmar);
  - e) any modification or alteration of the product; or
  - f) Conditions that exceed the product's performance specifications or safe work loadings.
- IV. Product subject to warranty claim must be returned to the Lewmar outlet which supplied the product for examinations unless otherwise agreed by Lewmar in writing.
- V. This warranty does not cover any incidental costs incurred for the investigation, removal, carriage, transport, or installation of a product.

- VI. Service by anyone other than authorized Lewmar representatives shall void this warranty unless it accords with Lewmar guidelines and standards of workmanship.
- VII. Lewmar's products are intended for use only in the marine environment. Buyers intending to use them for any other purpose should seek independent professional as their suitability. Lewmar accepts no liability arising from such other use.

**Exception to Warranty**

Coverage under this warranty is limited to a period of one (1) year from the date of purchase by the end user in the case of any of the following products or parts of products:

- Electric motors and associated electrical equipment;
- Electronic controls;
- Hydraulic pumps, valves, and actuators;
- Weather seals; and
- Products used in "Grand Prix" racing applications.

**Liability Under Warranty**

- I. Lewmar's ability under this warranty shall be to the exclusion of all other warranties or liabilities (to the extent permitted by law). In particular (but without limitation):
- a. Lewmar shall not be liable for:
    - Any loss of anticipated turnover or profit or indirect, consequential or economic loss;
    - Damages, costs or expenses payable to any third party;
    - Any damage to yachts or equipment; or
    - Death or personal injury (unless caused by Lewmar's negligence).
  - b. Lewmar grants no other warranties regarding the fitness for purpose use, nature or satisfactory quality of the products.
- II. Where applicable law does not permit a statutory or implied warranty to be excluded, then such warranty, if permitted by the end user. Some states and countries do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

**Procedure for Warranty**

Notice of a claim for service under this warranty shall be made promptly and in writing by the end user to the Lewmar outlet which supplied the product or to Lewmar Inc., located at 351 New Whitfield Street, Guilford, CT 06475.

### **Return Policy**

ALL SALES ARE FINAL. LEWMAR WILL NOT PROVIDE REFUNDS OR CREDIT FOR ANY MERCHANDISE PURCHASED ON THE SITE. WE DO NOT ACCEPT BACK ANY MERCHANDISE. Without limiting the foregoing, Lewmar may provide a refund or credit for any merchandise that was purchased which was damaged or defective. We do our best to ensure that your packages arrive safely and undamaged. Unfortunately, accidents occasionally happen during shipping. If your order arrives damaged or is defective we want to address this problem as soon as possible. Please contact us immediately at [ordersusa.lewmar.com](mailto:ordersusa.lewmar.com) and include (i) your order number; (ii) the name of the product you received damaged or defective; and (iii) whether you prefer a refund or a replacement order. We will respond to your message as quickly as we can. In the meantime, please do not throw away your receipt, the original packaging, any other documentation that was included in the shipment or the damaged/defective items. We may ask you to send them back to us (at our expense), or we may ask you to dispose of the items appropriately.

### **Product Descriptions**

Lewmar attempts to be as accurate as possible in the Site's description of its merchandise. However, Lewmar does not warrant that the product descriptions or other content of any Site is accurate, complete, reliable, current, or error-free.

### **Pricing**

Except where noted otherwise, the price of the item displayed for each product on the Site represents the full retail price listed on the product itself, suggested by the manufacturer or supplier, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere.

### **Security**

We have industry standards in place to keep your financial information private and safe. All credit card transactions occur in a secure area of our site, to protect you from any loss, misuse or alteration of information collected. If you have additional questions regarding security at Lewmar, please e-mail us at [ordersusa@lewmar.com](mailto:ordersusa@lewmar.com).