

## **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 years from the date of purchase by the end user, subject to conditions, limitations and exceptions listed below. Any products which proves to be defective in normal usage during that three-year period, will be repaired or, or at Lewmar's option, replaced by Lewmar.

### **A. CONDITIONS AND LIMITATIONS**

- 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 the Buyer shall rest solely with the Buyer 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**
  - 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.

### **B. EXCEPTIONS**

Cover under this warranty is limited to a period of one 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**
- **Products used in "Grand Prix" racing applications**

**C. LIABILITY**

- 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;
    - Death or personal injury (unless caused by Lewmar's negligence)

Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- 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.

**D. PROCEDURE**

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 351 New Whitfield Street Guilford, Connecticut 06475.

**E. SEVERANCE CLAUSE**

If any clause of this warranty is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining clauses of this warranty and the remainder of the clause in question shall not be affected.

**F. OTHER RIGHTS**

This warranty gives you specific legal rights, and you may also have other legal rights, which vary, from state to state and country to country. This warranty does not affect those rights.

**G. LAW**

This warranty shall be governed by and read in accordance with the laws of the United States or the state or country in which the first end user is domiciled at the time of purchase of the product.