## **Raymarine Global Limited Warranty**

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## 1. Introduction to the Raymarine Global Limited Warranty

Raymarine's Global Limited Warranty is effective for qualifying products purchased on or after 1st July 2017. Raymarine UK Ltd. and its affiliates ("RAYMARINE") warrants RAYMARINE products purchased directly from RAYMARINE, from an approved RAYMARINE dealer (visit <u>raymarine.com/DealerLocator</u> to find and contact your local approved RAYMARINE dealer), or installed on a new vessel by an authorized boat builder, known as the Original Equipment Manufacturer (OEM) (the "Products"), to be free from defects in material and workmanship for;

- (i) Dragonfly Products for one (1) year ("Dragonfly Limited Warranty Period"); and
- (ii) Standard Products for two (2) years ("Standard Limited Warranty Period"); from

(a) the date the Products were first purchased; or (b) in the case of Products installed on a new vessel by an authorized OEM, the date the vessel was first delivered (the "Purchase Date") to the first retail customer (the "Original Customer").

All prior RAYMARINE warranty policies, procedures and points of contact are superseded and replaced by this RAYMARINE Global Limited Warranty.

Except for Dragonfly Products, Warranty Replacement Product, Refurbished Product and Products used for regular commercial, military, law enforcement or related purposes, by registering your new Product with RAYMARINE, you can upgrade the 2-year Standard Limited Warranty to a 3-year Extended Limited Warranty at no additional cost.

In some countries and for most Products, RAYMARINE also offers a Warranty Replacement service and On-Board Warranty. These services, when available, are designed to help minimize the down-time of Products that may require warranty repair.

Your Proof of Purchase documentation is important. Please keep it in a safe place. If you need a warranty service your proof of purchase will be required.

RAYMARINE Products are not a substitute for possessing and exercising the independent judgment and skill needed to safely and effectively operate any vessel or engage in any marine activity.

### 2. GLOBAL LIMITED WARRANTY STATEMENT

THE LIMITED WARRANTIES AND REMEDIES IN THE GLOBAL LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

IN NO EVENT SHALL RAYMARINE UK LTD. OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE, INABILITY TO USE, IMPROPER RELIANCE ON, OR FROM ANY DEFECTS IN THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE GLOBAL LIMITED WARRANTY DOES NOT AFFECT A CUSTOMER'S RIGHTS AGAINST A RETAILER ARISING FROM A SALES/PURCHASE CONTRACT.

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RAYMARINE, IN ITS SOLE DISCRETION, RETAINS THE RIGHT TO REPAIR OR REPLACE THE PRODUCT, WHICH, IN THE ABSENCE OF ANY APPLICABLE LAW TO THE CONTRARY, SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

PRODUCT REPAIRED OR REPLACED UNDER WARRANTY WILL BE WARRANTED ONLY FOR THE REMAINING BALANCE OF THE APPLICABLE ORIGINAL DRAGONFLY LIMITED WARRANTY PERIOD, STANDARD LIMITED WARRANTY PERIOD OR EXTENDED LIMITED WARRANTY PERIOD.

### 3. <u>1-Year Dragonfly Limited Warranty</u>

Subject to the terms, conditions, limitations and exclusions in the Global Limited Warranty, all Dragonfly Products (including Wi-FISH) are warranted to be free from defects in material or workmanship for a period of one (1) year from the date the Product was purchased by the Original Customer (the "Dragonfly Limited Warranty Period"). During this period and for the Original Customer, RAYMARINE will, at its sole option, repair or replace any components that fail in normal use.

Dragonfly Products are warranted for leisure use only, which excludes commercial, military, law enforcement or related purposes.

If the Dragonfly Limited Warranty applies to you, RAYMARINE will not charge you for parts or labour for warranty repairs or replacements. However, the cost of transporting your warranted Product to RAYMARINE for repair or replacement is your responsibility and is not covered by RAYMARINE.

### 4. <u>2-Year Standard Limited Warranty</u>

Subject to the terms, conditions, limitations and exclusions in the Global Limited Warranty, all RAYMARINE Products are warranted to be free from defects in material or workmanship for a period of two (2) years from the date the Product was purchased by the Original Customer (the "Standard Limited Warranty Period"). During this period and for the Original Customer, RAYMARINE will, at its sole option, repair or replace any components that fail in normal use.

If the Standard Limited Warranty applies to you, RAYMARINE will not charge you for parts or labour for warranty repairs or replacements. However, the cost of transporting your warranted Product to RAYMARINE for repair or replacement is your responsibility and is not covered by RAYMARINE.

Some customers may have the option to purchase a Refurbished RAYMARINE Product instead of a new Product, typically at a reduced price. A Refurbished RAYMARINE Product is a product that was repaired or rebuilt and fully tested by RAYMARINE to ensure that it meets all Product performance specifications. A Refurbished RAYMARINE Product may have observable cosmetic blemishes, but such blemishes will in no way affect product performance.

This 2-Year Standard Limited Warranty applies equally to both new Products and Refurbished RAYMARINE Products, except that observable cosmetic blemishes not affecting product performance on any Refurbished Product that a customer chooses to purchase are expressly excluded from warranty coverage.

### 5. <u>3-Year Extended Limited Warranty</u>

Subject to the terms, conditions, limitations and exclusions in the Global Limited Warranty, and excluding Dragonfly Products, Warranty Replacement Product, Refurbished Product and Products used for regular commercial, military, law

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enforcement or related purposes, all new Products registered with Raymarine within ninety (90) days from the date the product was first purchased by the Original Customer are warranted to be free from defects in material or workmanship for a period of three (3) years from the date the Product was purchased by the Original Customer (the "Extended Limited Warranty Period"). During this period and for the Original Customer, RAYMARINE will, at its sole option, repair or replace any Product components that fail in normal use. Upon successful registration of the Product, the 3-Year Extended Limited Warranty replaces the 2-Year Standard Limited Warranty.

If the Extended Limited Warranty applies to you, RAYMARINE will not charge you for parts or labour for warranty repairs or replacements. However, the cost of transporting your warranted Product to RAYMARINE for repair or replacement is your responsibility and is not covered by RAYMARINE.

Dragonfly Products that are covered under RAYMARINE'S 1-Year Dragonfly Limited Warranty (see Section 3 "1-Year Dragonfly Limited Warranty"), Refurbished Products that are covered under RAYMARINE'S 2-Year Standard Limited Warranty (see Section 4, "2-Year Standard Limited Warranty") and Warranty Replacement Product (see Section 7 "Procedures for Dragonfly, Standard and Extended Limited Warranty Returns, Repairs and Replacements") are not eligible for the 3-Year Extended Limited Warranty upgrade.

#### 6. Registering Your Product with RAYMARINE

By registering your Product with <u>RAYMARINE at raymarine.com/WarrantyRegistration, you</u> will receive important product announcements, updates and other information designed to enhance the use and enjoyment of your Product. Additionally, except for Dragonfly Products, Warranty Replacement Product, Refurbished Product and Products used for regular commercial, military, law enforcement or related purposes, if you register your Product with RAYMARINE at <u>raymarine.com/WarrantyRegistration</u>, the 2-Year Standard Limited Warranty is upgraded and replaced by the 3-Year Extended Limited Warranty at no additional cost. To qualify for the 3-Year Extended Limited Warranty upgrade, **the product registration must be completed within ninety (90) days from the date the product was first purchased by the Original Customer.** 

Your product registration document is important. If you qualify for 3-Year Extended Limited Warranty, and need a warranty service, your proof of purchase and product registration will be required.

#### 7. Procedures for Dragonfly, Standard and Extended Limited Warranty Repairs and Replacements

During a valid Dragonfly Limited Warranty Period, Standard Limited Warranty Period or Extended Limited Warranty Period, RAYMARINE retains the right to repair or replace a warranty product at its sole discretion. Any Product that is repaired or replaced under warranty will be warranted only for the remaining balance of the applicable original Dragonfly Limited Warranty Period, Standard Limited Warranty Period or Extended Limited Warranty Period.

Certain Products may also be eligible for RAYMARINE's On-Board Warranty service at no additional charge during the Standard Limited Warranty Period or Extended Limited Warranty Period that applies to you (see Section 8, "On-Board Warranty").

#### 7.1 Warranty Repair

For complete information on troubleshooting your Product before returning it under warranty, and for information on how and where to return your Product in the event warranty repair is required, it is recommended to contact your local certified RAYMARINE dealer by visiting <u>raymarine.com/DealerLocator</u>.

If you need to return your Product to RAYMARINE, this must be done through the Raymarine Customer Portal at <u>raymarine.com/CustomerRepair</u>. Products must only be returned when you have received a notification number. Be sure to remove all accessories and personal information (such as chart cards and sun covers) from the Product. Raymarine accepts no responsibility for lost accessories returned with your Product. Ensure all data (such as waypoints) is backed-up. Securely re-package the Product for shipping; and include inside the package, along with the Product being returned:

- (i) The notification number from the Raymarine Customer Portal; and
- (ii) Valid proof of purchase including date and place of purchase and Product serial number(s); and
- (iii) A copy of your product registration if you qualify for 3-Year Extended Limited Warranty.

RAYMARINE is not responsible for products that are lost or damaged during shipment and all shipping, insurance and duty costs are the customer's sole responsibility. RAYMARINE strongly recommends that you adequately insure any product that is returned to RAYMARINE for a warranty service.

#### 7.2 Warranty Replacement

RAYMARINE'S Warranty Replacement service is only available through a certified RAYMARINE dealer. Visit <u>raymarine.com/DealerLocator</u> to find and contact your local certified RAYMARINE dealer. Warranty Replacement is not available in all countries and not all products are eligible for Warranty Replacement.

During a valid Dragonfly Limited Warranty Period, Standard Limited Warranty period or Extended Limited Warranty period, the Raymarine Warranty Replacement service may enable you to receive a Warranty Replacement Product from RAYMARINE in advance of the certified RAYMARINE dealer returning the warranty product to RAYMARINE. To be eligible for the Warranty Replacement service you must provide the certified RAYMARINE dealer:

- (i) Valid proof of purchase including date and place of purchase and Product serial number(s); and
- (ii) A copy of your product registration if you qualify for 3-Year Extended Limited Warranty.

A Warranty Replacement Product will retain the balance of warranty from the original Product and will be warranted only for the remaining balance of the applicable original Dragonfly Limited Warranty Period, Standard Limited Warranty Period or Extended Limited Warranty Period.

#### 8. On-Board Warranty

On-Board Warranty is a convenient way to have your RAYMARINE Product repaired or replaced by a certified RAYMARINE dealer without first having to remove the Product from your vessel.

#### 8.1 Products Under Warranty that are Eligible for On-Board Warranty

Except for Dragonfly Products, wireless instrument displays and handheld products, all RAYMARINE authorized OEM installed Products and Product installed and registered by a certified RAYMARINE dealer are eligible for On-Board Warranty at no additional charge during the Standard Limited Warranty Period or Extended Limited Warranty Period that applies to you, subject to the terms, conditions, limitations and exclusions in 8.2. and in this RAYMARINE Global Limited Warranty.

#### 8.2 Qualifying an Eligible Product for On-Board Warranty

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Subject to the following conditions, limitations and exclusions, to qualify an eligible Product for On-Board Warranty at no additional charge:

- (i) the eligible Product must be installed on a vessel that is located within two (2) hours round-trip travel by automobile of a certified RAYMARINE dealer;
- (ii) there must be verification that the eligible Product was installed by a certified RAYMARINE dealer or an authorized OEM; and
- (iii) the eligible Product must have been purchased and installed within the same Raymarine geographic region. The three RAYMARINE Geographic Regions are:
  - (1) Americas (Canada, United States, Caribbean, Central America and South America);
  - (2) **EMEA** ("Europe/Middle East/Africa", which includes the UK and EU); and
  - (3) APAC ("Asia Pacific", which includes Australia and New Zealand).

Dragonfly Products, wireless instrument displays and handheld products are not eligible for On-Board Warranty.

#### 9. <u>Procedures for Obtaining On-Board Warranty</u>

To inquire about obtaining RAYMARINE On-Board Warranty, please contact your local certified RAYMARINE dealer by visiting <u>raymarine.com/DealerLocator</u>.

If you have a Product that qualifies for On-Board Warranty, in order to obtain an on-board service at no additional charge you must provide the certified RAYMARINE dealer with the following, prior to commencement of service:

- 1. Valid proof of purchase confirming:
  - (i) the date of purchase;
  - (ii) the name and location of the certified RAYMARINE dealer or authorized OEM where you purchased the Product;
  - (iii) the Product serial number; and
- 2. Valid proof of installation by a certified RAYMARINE dealer or an authorized OEM in the same RAYMARINE Geographic Region where the Product was purchased.

#### 10. IMPORTANT GLOBAL LIMITED WARRANTY CONDITIONS AND EXCLUSIONS

Any Product that is repaired or replaced under warranty will be warranted only for the remaining balance of the applicable original Dragonfly Limited Warranty Period, Standard Limited Warranty Period or Extended Limited Warranty Period.

IN ADDITION TO ALL OF THE OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS SPECIFIED IN THE RAYMARINE GLOBAL LIMITED WARRANTY, RAYMARINE IS NOT RESPONSIBLE FOR, AND THE WARRANTY DOES NOT COVER, ANY AND ALL OF THE FOLLOWING:

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- Failures or defects due to accident, abuse, misuse, high pressure washing, shipping damage, alteration, corrosion, incorrect and/or non-authorized repair, improper siting or installation (whether or not by a certified RAYMARINE dealer), or failure to comply with product user information or guidance;
- Product used for purposes other than marine activity or used outside the marine environment;
- Products where the serial number has been altered, obscured or is missing;
- Failure of or defects in third party software or services supplied with, or accessible via, the Product;
- Failure of a Product not sold under the RAYMARINE brand name (which is supplied with the warranty provided by its manufacturer);
- Routine maintenance and checks, software revisions or updates, alignment/calibration, sea trials or commissioning unless required by replacement of parts in the area being aligned;
- Repair or replacement of items intended to be consumed or replaced including (without limitation) fuses, batteries, drive belts, radar limiter diodes, magnetrons, snap-in impeller carriers, impellers, impeller bearings and impeller shafts;
- On-Board Repair Service for Dragonfly Products, wireless instrument displays and handheld products, Products excluded by Section 8.2., or Products on a vessel that is more than two (2) hours round-trip by automobile travel time from a certified RAYMARINE dealer;
- Recovery or replacement of personal information stored on a Product;
- All associated costs, including (without limitation) taxes, travel or transport, Product de-installation or re-installation (including but not limited to transducer de-installation and re-installation costs), launch or docking fees, hauling, shipping or towing fees, communication charges, accommodation or subsistence, customs, or any other associated costs arising from the replacement of a Product, all of which are the Customer's responsibility;
- Overtime or premium labour work outside normal working hours;
- Differences in material, colouring or size that may exist between actual Products and the pictures or descriptions of such Products in product advertising, literature or on the Internet;
- Damage caused to other equipment, systems or components occasioned by improper installation, connection or use of the Product;
- Cosmetic blemishes including scratches and dents on Refurbished Products or Warranty Replacement Products;
- Dragonfly Products are warranted for leisure use only, which excludes commercial, military, law enforcement or related purposes;
- Product is only warranted if sold to the Original Customer within 5 years from manufacturing;
- Product can only be registered for Extended Warranty within 5 years from manufacturing;
- This warranty is not transferrable from the Original Customer;

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- Raymarine will refuse any warranty where the Product has been resold, sold via online auctions or acquired dubiously; or
- Products used for regular commercial, military, law enforcement or related purposes are not eligible for the 3-Year Extended Limited Warranty.

THIS RAYMARINE GLOBAL LIMITED WARRANTY DOES NOT HAVE THE EFFECT OF EXCLUDING OR LIMITING THE CUSTOMER'S STATUTORY RIGHTS UNDER THE APPLICABLE NATIONAL LEGISLATION. THIS WARRANTY COMPLIES WITH EU DIRECTIVE 1999/44/EC.

### 11. Out-of-Warranty and Non-Warranty Evaluation, Service and Repair

RAYMARINE may, in its sole discretion, agree to evaluate for potential service or repair a product that is out-of-warranty or not covered under warranty. For information on obtaining out-of-warranty or non-warranty service or repair, contact your local certified RAYMARINE dealer by visiting <u>raymarine.com/DealerLocator</u> or by contacting Raymarine Customer Service at <u>raymarine.com/OutofWarrantyRepair</u>.

If you need to return your Product to RAYMARINE, this must be done through the Raymarine Customer Portal at <u>raymarine.com/CustomerRepair</u>. Products must only be returned when you have received a notification number. Be sure to remove all accessories and personal information (such as chart cards and sun covers) from the Product. Raymarine accepts no responsibility for lost accessories returned with your Product. Ensure all data (such as waypoints) is backed-up. Securely re-package the Product for shipping; and include inside the package, along with the Product being returned the notification number from the Raymarine Customer Portal.

Any out-of-warranty or non-warranty service or repair performed by RAYMARINE comes with a one hundred and eighty (180) day limited warranty covering parts and labour only, which begins as of the date the product is shipped by RAYMARINE back to the customer. Any product that is sent to RAYMARINE for evaluation but that is returned to the customer without having been serviced or repaired will be returned in the same condition as it was received, subject to any wear and tear necessary to evaluate the product, and will not receive any warranty coverage of any kind. Products evaluated but not serviced or repaired are subject to a charge for the time needed to evaluate the product as requested by the customer, plus the cost of return shipment.

All costs and fees of any out-of-warranty or non-warranty evaluation, service or repair are solely the responsibility of the customer and are due and payable to Raymarine at the time of service. The costs and fees payable are dependent on the type of evaluation, service or repair and will be advised when booking the product through the Raymarine Customer Portal at raymarine.com/CustomerRepair.

RAYMARINE is not responsible for products that are lost or damaged during shipment and all shipping, insurance and duty costs are the customer's sole responsibility. RAYMARINE strongly recommends that you adequately insure any product that is being returned to RAYMARINE for an Out-of-Warranty service.