

# **AIRMAR Certified Installer Marine Transducer Warranty-** **Europe, Middle East, Africa**

## **1. WARRANTY**

Airmar-EMEA provides two separate warranties with regard to products manufactured by Airmar (all Airmar-manufactured transducer products are referred to herein as a “Product”):

TYPE 1: Standard Three Year Limited Warranty

TYPE 2: Three Year Limited Warranty for Product Installed by an Airmar Certified Installer

The nature and extent of warranty coverage applicable to a given Product depends upon a number of factors set forth below, including without limitation whether installation or warranty work has been performed by an Airmar Certified Installer (an “ACI”).

## **2. Type I Warranty: Standard Three-Year Limited Warranty**

2.1 Products Covered: The Type 1: Standard Three-Year Limited Warranty applies to all Products not otherwise covered by the Type 2 Warranty set forth herein, subject to the other exclusions set forth herein. In addition, the following devices are exclusively covered by the Type 1: Standard Three Year Limited Warranty: all NMEA0183 and/or NMEA2000 sensors, including without limitation Airmar WeatherStation®, Smart™ Sensors, Heading and GPS sensors.

2.2 Type 1 Warranty Terms: All Products subject to the Standard Three Year Limited Warranty are warranted to be free from defects in material or workmanship in their electrical and mechanical parts, and to conform in all material respects with the specifications for such Product as of the date of documented purchase, for a period of three (3) years from date of manufacture for product shipping from Airmar and three years from date of sale from Airmar-EMEA or, for selected Products, a manufacture date found in the firmware installed on the Product.

With regard to ‘custom’ Products, defined as any Product manufactured by Airmar to conform to supplemental specifications accepted in writing by Airmar at or before the time of manufacture, then such custom Products are warranted (in addition to the warranties provided in the preceding paragraph) to conform in all material respects with such supplemental specifications acknowledged in writing by Airmar for a period three (3) years from date of manufacture for product shipping from Airmar and three years from date of sale from Airmar-EMEA, or, for selected Products, a manufacture date found in the firmware installed on the Product.

Any component supplied to Airmar by any third party for incorporation into any custom Product is not warranted by Airmar.

## **3. Type 2 Warranty: Three Year Limited Warranty**

3.1 Products Covered: The Type 2: Three Year Limited Warranty applies to Products where the following criteria are met, subject to the other exclusions set forth herein:

- (a) The Product had a wholesale purchase cost from Airmar-EMEA greater than €350 as of the date of purchase from Airmar or Airmar-EMEA or, for selected Products, a manufacture date found in the firmware installed on the Product;
- (b) Installation of the Product was performed by an Airmar Certified Installer (ACI) or an employee or contractor of Airmar authorized to perform onboard installations;
- (c) Prior to warranty work being performed, the ACI or Airmar representative has received an RMA number from Airmar-EMEA in accordance herewith;

- (d) Immediately prior to, and immediately after, installation, the ACI or Airmar representative performs appropriate testing using Airmar's TDT1000 testing equipment and determined that the transducer is IN RANGE according to the TDT1000 test with SensorCheck™ app,;
- (e) With regard to warranty work, any faulty Product which has been replaced may be requested to be shipped to Airmar for inspection.

3.2 Type 2 Warranty Terms: All Products subject to the Three Year Limited Warranty are warranted to be free from defects in material or workmanship in their electrical and mechanical parts, and to conform in all material respects with the specifications for such Product as of the date of manufacture, for a period of three (3) years from the date on installation of the Product, as measured from the date of receipt by Airmar of the post-installation TDT1000 test results in accordance with Section 4.1 above.

With regard to 'custom' Products, defined as any Product manufactured by Airmar to conform to supplemental specifications accepted in writing by Airmar at or before the time of manufacture, then such custom Products are warranted (in addition to the warranties provided in the preceding paragraph) to conform in all material respects with such supplemental specifications acknowledged in writing by Airmar for a period of three (3) years from the date on installation of the Product, as measured from the date of receipt by Airmar of the post-installation TDT1000 test results via the SensorCheck app in accordance with Section 4.1 above.

Any component supplied to Airmar by any third party for incorporation into any custom Product is not warranted by Airmar.

## 4. WARRANTY LIMITATIONS AND EXCLUSIONS

4.1 None of the warranties set forth herein apply to expendable parts, which include (but is not limited to): paddlewheels and shafts, o-rings, pull rings, kick up brackets, connector locking collars, and similar parts.

4.2 None of the warranties set forth herein apply to any Product from which the serial number and/or any Airmar tag or label, including without limitation the Cable Label, has been removed, defaced or tampered with, or is otherwise not legible.

4.3 The warranties set forth herein do not extend to any Product that, in Airmar's reasonable discretion, has been damaged or rendered defective:

- (a) as the result of normal wear and tear;
- (b) as a result of accident, misuse, abuse, negligence, improper or faulty installation, act of God, disaster, impact, vessel grounding, pinched, cut or abraded cables, contact with strong solvents, or other external cause,
- (c) By the use of parts not manufactured or sold by Airmar-EMEA, or
- (d) By modification or service by anyone other than Airmar or Airmar representatives.

4.4 Airmar-EMEA is not responsible for damage that occurs during installation or as a result of Buyer's failure to follow the instructions that come with the Products, or by operation outside the usage parameters stated in the user documentation that shipped with the Products. Instructions and user documentation can be found at [www.Airmar.com](http://www.Airmar.com).

4.5 This limited warranty does not extend to any consumable items, including but not limited to snap-in paddlewheel carrier, paddlewheels, paddlewheel bearings and paddlewheel shafts.

4.6 Airmar reserves the right to make changes or improvements from time to time without incurring the obligation to install such improvements or changes on Products previously manufactured.

**5. PROCESS FOR ALL WARRANTIES.** Airmar-EMEA must be notified in writing of any non-conformance during the warranty period including the quantity of Products considered to be non-conforming, and a return material authorization ("RMA") must be obtained from Airmar-EMEA for the non-

confirming Product. RMA numbers may be obtained by calling: Airmar EMEA (Europe, Middle-East, Asia, Africa): +33 (0) 2 23 52 06 48

Any non-conforming Product may be requested to be returned to Airmar-EMEA, freight prepaid, within thirty (30) days of receipt of the RMA, with a statement describing in reasonable specificity the non-conformity. Airmar will only accept returned Products with the original Cable Label affixed and legible.

Except with regard to Type 2 warranties, Airmar-EMEA's exclusive obligation with respect to any non-conforming Product shall be, at Airmar-EMEA's option, to repair or replace the Product, if Airmar-EMEA determines it is defective in accordance with the terms of the relevant warranty, or to issue a credit to buyer, within thirty (30) days after receipt by Airmar-EMEA of the returned Product, unless it has been determined that said product does not need to be returned. All transportation charges on Products returned to Airmar-EMEA must be prepaid by Buyer. Return surface transportation charges for Products covered by warranty will be prepaid by Airmar-EMEA.

Based on the circumstances of the claim, Airmar-EMEA may choose to waive the requirement to have warranty items returned.

## **6. MISCELLANEOUS**

**6.1 Limitations.** THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL AIRMAR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE ANY PRODUCT OR FROM DEFECTS IN ANY PRODUCT.

THE REMEDIES SET FORTH HEREIN SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

Some states do not allow the exclusion on incidental or consequential damages, so the above limitation may not apply to customers in those states. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

