

AIRMAR Certified Installer Marine Transducer Warranty- **North America- Australia/New Zealand**

1. WARRANTY

Airmar provides three separate warranties with regard to products manufactured by Airmar (all Airmar-manufactured transducer products are referred to herein as “Product” or “Products”):

TYPE 1: Standard Three Year Limited Warranty

TYPE 2: Three Year Limited Warranty with Onboard
Coverage

TYPE 3: Three Year Limited Warranty with Onboard Coverage

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 Installing Dealer (an “ACI”).

A list of ACIs may be found at www.Airmar.com.

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 and Type 3 Warranties 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 mutually agreed written specifications (“Specifications”) for such Product for a period of three (3) years from date of manufacture for product shipping from Airmar and three years from date of sale from Gemeco 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 of three (3) years from date of manufacture for product shipping from Airmar and three years from date of sale from Gemeco, 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 with Onboard Coverage

3.1 Products Covered: The Type 2: Three Year Limited Warranty with Onboard Coverage applies to Products where the following criteria are met, as determined in Airmar’s discretion, subject to the other exclusions set forth herein:

- (a) The Product had a wholesale purchase cost from Airmar greater than \$350 as of the date of sale from Airmar or Gemeco or, for selected Products, a manufacture date found in the firmware installed on the Product;
- (b) The Product was not installed by an ACI or an employee or contractor of Airmar;
- (c) With regard to onboard warranty work, such work is performed by an ACI or an employee or contractor of Airmar authorized to perform onboard warranty work;
- (d) Prior to onboard warranty work being performed involving removal or replacement of the Product, the ACI or Airmar representative has received an RMA number from Airmar in accordance

- herewith;
- (e) The ACI or Airmar representative must perform transducer diagnostic testing using an Airmar TDT1000 tester prior to removing or replacing the transducer. If such test results in an ‘Out of Range’ reading, the ACI or Airmar representative must call Airmar Support prior to removing or replacing such Product;
 - (f) Immediately after completion of onboard warranty work, but in no case later than thirty (30) calendar days thereafter, the ACI or Airmar representative must complete Airmar’s onboard support claim form and submit such form, including without limitation the TDT1000 test results, to Airmar at the email address certified@airmar.com. All sections of the form must be completed; the form can be found at <https://www.airmar.com/AIRMAR-Certified-Installers/Certified-Installer-Warranty-Claim-Form> and
 - (g) Onboard warranty work is performed within three (3) years from date of manufacture for product shipping from Airmar and three years from date of sale from Gemeco or, for selected Products, manufacture date found in the firmware installed on the Product.

3.2 **Type 2 Warranty Terms:** All Products subject to the Three Year Limited Warranty With Onboard Coverage 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, for a period of three (3) years from date of manufacture for product shipping from Airmar and three years from date of sale from Gemeco or, for selected Products, 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 of three (3) years from date of manufacture for product shipping from Airmar and three years from date of sale from Gemeco or, for selected Products, 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.

With regard to onboard warranty work, Airmar will provide coverage for costs associated with labor and travel for repair onboard of any covered Product; the maximum allowances for labor and travel are set out on Appendix 1, based on the Product in question. Travel and labor for more than one visit to the same claim are not allowed.

With regard to onboard work, in the event that no Product transducer fault is found as determined by a test utilizing Airmar’s TDT1000 testing equipment, or the fault is due to improper setup, use or installation of the Product (as determined in Airmar’s reasonable discretion), no Airmar coverage for onboard repair will be available, and the customer will bear all costs associated with the service call.

With regard to onboard warranty work, any faulty Product which has been replaced must be returned to Airmar, to:

Airmar
RMA# ACI-_____
35 Meadowbrook Drive
Milford, NH 03055-4613

4. **Type 3 Warranty: Three Year Limited Warranty with Onboard Coverage**

4.1 **Products Covered:** The Type 3: Three Year Limited Warranty with Onboard Coverage 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 greater than \$350 as of the date of sale from Airmar or Gemeco or, for selected Products, a manufacture date found in the firmware installed on the Product;
- (b) Installation of the Product was performed by an ACI or an employee or contractor of Airmar authorized to perform onboard installations;
- (c) Prior to onboard warranty work being performed, the ACI or Airmar representative has received an RMA number from Airmar 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 promptly (but in no

case later than 24 hours after completion of installation) submits the testing results and related data to Airmar at the email address: certified@airmar.com;

- (e) With regard to onboard warranty work, the ACI or Airmar representative completes Airmar's onboard support claim form and submits such form, including without limitation the TDT1000 test results, to Airmar at the email address certified@airmar.com immediately after completion of onboard warranty work, but in no case later than thirty (30) calendar days thereafter. All sections of the form must be completed; the form can be found at <https://www.airmar.com/certified-warranty.html> and
- (f) With regard to onboard warranty work, any faulty Product which has been replaced must be returned to Airmar, to:

Airmar
RMA# ACI-_____
35 Meadowbrook Drive
Milford, NH 03055-4613
USA

4.2 Type 3 Warranty Terms: All Products subject to the Three Year Limited Warranty with Onboard Coverage 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, for a period of three (3) years from the date of installation of the Product, as measured from the date of receipt by Airmar of the post-installation TDT1000 test results by email 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 of installation of the Product, as measured from the date of receipt by Airmar of the post-installation TDT1000 test results by email 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.

With regard to onboard warranty work, Airmar will provide coverage for costs associated with labor and travel for repair onboard of any covered Product; the maximum allowances for labor and travel are set out on Appendix 1, based on the Product in question. Travel and labor for more than one visit to the same claim are not allowed.

With regard to onboard warranty work, in the event that no Product transducer fault is found as determined by a test utilizing Airmar's TDT1000 testing equipment, or the fault is due to improper setup, use or installation of the Product (as determined in Airmar's reasonable discretion), no Airmar coverage for onboard repair will be available, and the customer will bear all costs associated with the service call.

5. WARRANTY LIMITATIONS AND EXCLUSIONS

5.1 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.

5.2 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.

5.3 The warranties set forth herein do not extend to any Product that, in Airmar's reasonable discretion, has been damaged or rendered non-conforming to the Specifications ("defective"):

- (a) as the result of normal wear and tear that may occur in normal operations over time;
- (b) as a result of accident, misuse, abuse, negligence, improper or faulty installation, improper storage, 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,

- (d) by modification or service by anyone other than Airmar.
- (e) by exposure of the Product to conditions not indicated in the Specifications, or
- (f) by combining the Product with systems, products, or materials not disclosed to Airmar prior to the sale of the Product.

5.4 Airmar 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. Any samples, models, drawings, affirmations of fact, descriptions, or advertising issued or published by Airmar, and any descriptions of the Product contained in Airmar's marketing materials or websites are for informational purposes only and shall not create any warranty of any kind.

5.5 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.

5.6 Costs associated with replacement of sensors, including but not limited to auto mileage, customs duties, boat hauling and reinstallation labor, are specifically excluded from the Standard Limited three (3) year warranty.

5.7 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.

6. PROCESS FOR ALL WARRANTIES. Airmar 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 for the non-conforming Product. RMA numbers may be obtained by calling:

Gemeco (Airmar subsidiary): 803-693-0777

Any non-conforming Product must be returned to Airmar, 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 onboard support as set forth herein with regard to Type 2 and Type 3 warranties, Airmar's exclusive obligation with respect to any non-conforming Product shall be, at Airmar's option, to repair or replace the Product, if Airmar 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 of the returned Product. All transportation charges on Products returned to Airmar must be prepaid by Buyer. Return surface transportation charges for Products covered by warranty will be prepaid by Airmar.

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

7. MISCELLANEOUS

7.1 Language. All information in forms submitted to Airmar, including without limitation the Onboard Support Claim Form, must be completed in English and be clearly legible. Inaccurate or ambiguous information will result in delays and may invalidate the claim. All sections of required forms must be fully completed.

7.2 Onboard Support Claim Form. The Onboard Support Warranty Claim Form, and additional information relating thereto, can be found at www.Airmar.com. The form must be completed in its entirety, and submitted as follows:

1. By Email: Submit to certified@airmar.com; or
2. By postal mail: mail to:
Airmar
RMA# _____
35 Meadowbrook Drive
Milford, NH 03055-4613
USA

3. The Airmar Certified section on the Onboard Support Claim Form must be completed for an onboard support warranty claim to be valid. Details to include in this section are:
 - (a) Circumstances in which the fault occurred;
 - (b) Fault description;
 - (c) Solution to the problem.
 - (d) Technician that performed support, including that technician's ACI number

7.3 Excess Claims. All claims in excess of the rates set out in the Appendices to this document require written authorization from Airmar before the work is completed. Excess claims received by Airmar without prior written authorization will not be honored.

7.4 Limitations. THE TERMS OF THE APPLICABLE WARRANTIES, AND REMEDIES AS SET FORTH HEREIN, ARE THE SOLE AND EXCLUSIVE WARRANTY TERMS THAT SHALL HAVE ANY FORCE AND EFFECT IN THIS AGREEMENT AND RELATED TRANSACTIONS, AND SUCH TERMS ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREWITH EXPRESSLY EXCLUDED.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL AIRMAR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT AND CLAIMS OF THIRD PARTIES), HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR OTHERWISE. THESE LIMITATIONS APPLY EVEN IF BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, AIRMAR'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE, ARISING OUT OF AND/OR IN ANY WAY RELATED TO THE USE OF AIRMAR'S PRODUCTS WILL BE LIMITED TO THE DIRECT DAMAGES ACTUALLY INCURRED BY THE BUYER, AND IN NO EVENT SHALL SUCH TOTAL AGGREGATE LIABILITY OF AIRMAR EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE DISPUTE.

By accepting delivery of the Product ordered, Buyer agrees that it indemnifies and hold harmless Airmar from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Buyer's facilities or activities. Buyer assumes the risk and agrees to indemnify Airmar against and hold Airmar harmless from all liability relating to (i) assessing the suitability for Buyer's intended use of the Product and of any system design or drawing and (ii) determining the compliance of Buyer's use of the Product with applicable laws, regulations, codes and standards. Buyer will indemnify Airmar and hold Airmar harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to Buyer's products or representations or warranties concerning same.

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

APPENDIX 1: AIRMAR ON BOARD SUPPORT

Transducers that qualify for On Board Support are reimbursed according to the following schedule:

Repair rate is the Airmar Certified Dealers maximum. Shop rate not to exceed \$120 per hour.

Travel: Travel rate is \$57.50 per hour, not to exceed the time defined in the table below.

Transducer Type	Maximum Time	Maximum Travel
Thru-hull	2.0 hours	1 hour
Keel/Pocket Mount	3.0 hours	1 hour
In-Hull	2.0 hours	1 hour
Transom Mount	1.0 hours	1 hour

The above is the maximum TOTAL PER CLAIM. Multiple visits to the customer fall within the same claim and do not qualify for additional travel and/or labor reimbursement.

Notes:

1. A maximum of one hour travel may be claimed per visit to the vessel;
2. Sea trial coverage only with prior written approval from Airmar, in Airmar's sole discretion.