

# NAUTICAL STRUCTURES

*21<sup>st</sup> Century Excellence in Yachting Accessories*

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## **LIMITED WARRANTY**

Seller (Nautical Structures) warrants only to the original end-user (Buyer) of the Seller's manufactured product (including any electric or hydraulic systems that are a part of the product) will be free from defects in materials and workmanship for a period of one (1) year from the date of purchase. The date of purchase, unless otherwise agreed in writing by the Seller and the Buyer, shall be the date the applicable product is placed at the disposal of the Buyer at Seller's warehouse .

This Limited Warranty shall not be effective, and shall be void, if the product (i) is not properly installed as required by Seller, is misused or used not under those normal conditions as recommended by Seller, is subjected to abuse, neglect, accident or carelessness, is altered or repaired by anyone other than a Seller-authorized person during the term of this Limited Warranty, is subjected to lift dead weight in excess of factory stated rated capacity, if the product serial number has been altered or removed.. This Limited Warranty does not cover and Seller in no way warrants any cables (wire-rope or composite rope) cable assemblies, hooks, shackles, hydraulic fluids, filters, paint, anodized finishes, Travel Lift or crane service, dockage & yard expenses. Seller is not liable for the proper maintenance of davits, cranes, stairs, passerelles, and associated equipment. Cables, and all cable assemblies should be inspected periodically for signs of wear, corrosion and/or visible deterioration, and must be replaced at the first indication of such deterioration.

Buyer must examine the merchandise upon delivery and must report all defects to Seller within ten (10) days of said delivery, otherwise, it shall be conclusively presumed between Seller and Buyer that the merchandise has been delivered in satisfactory condition. Report all visible shipping damage to the delivering Shipping Agent AT THE TIME OF DELIVERY. Failure to do this may result in any and all shipping damage repair costs becoming the responsibility of the Buyer without recourse to the Seller or the Shipping Agent.

Buyer shall establish its claim by contacting the Seller's Customer Service Department at 727-541-6664 located at 10351 72nd Street N., Largo, Florida 33777 within the period of this Limited Warranty. If product is to be returned to Seller for any reason a product return authorization number must be acquired from the Seller's Customer Service Department before returning the defective product to an address designated by the Seller's Service Department at 10351 72nd Street N., Largo, Florida 33777, transportation prepaid, within the period of this Limited Warranty. The return of a product must include proof of purchase, the make model of the product, the date on which the product was installed, the name of the party installing the product, return authorization number (to be acquired by calling Seller's Customer Service Department at 727-541-6664), and a statement in clear and concise terms setting forth the basis of the warranty claim.

This Limited Warranty includes the cost of labor for the repair, replacement, removal or reinstallation of any product covered herein. All expenses associated with transportation of the product, transportation of Seller's field service technician(s), daily per diem of Seller's field service technician(s), any and all in-the-field collateral support (davit service, welding service, painting service and others) are to be paid by the Buyer. Field service technician(s)' travel day-rate of \$1,170.00 per technician (subject to price increase without notice) will be assessed to the Buyer for travel more than 60 miles from Seller's Largo, Florida location. The day-rate will be pro-rated based on a 10-hour day and charged in fractional increments depending on duration of actual travel. Further details available upon request

At its option, Seller may repair or replace the defective product within thirty (30) days of the return date of the defective product. Repaired or replaced products are warranted for the remaining portion of the original Limited Warranty period

This Limited Warranty shall not be valid except when delivered by an authorized representative of Seller.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, IF THE DISCLAIMER OF IMPLIED WARRANTIES IS INEFFECTIVE UNDER APPLICABLE LAW, THE DURATION OF ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES RELATING TO OR ARISING OUT OF ANY BREACH OF THIS WARRANTY OR ANY OTHER CLAIM REGARDING THE PRODUCT, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, STRICT LIABILITY OR BREACH OF CONTRACT. BUYER SHALL NOT BE ENTITLED TO RELY ON ANY OTHER WARRANTY OR REPRESENTATION, WHETHER SAME IS ORAL OR WRITTEN, EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY.

Some states do not allow (a) limitations on how long an implied warranty lasts, or (b) the exclusion or limitation of incidental or consequential damages so the above limitations may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

This Warranty shall be construed pursuant to the laws of the State of Florida.