



## Warranty Policy revision V3

Date: 1st of August 2018

## **1 INTRODUCTION**

This Warranty policy is a guide to the warranty in our General terms & Conditions. But does **NOT REPLACE THEM**. They can be found at [www.sailmon.com](http://www.sailmon.com).

Sailmon guarantees its products against defects in materials or workmanship According to the terms and conditions detailed within this document. Sailmon Warrants it's products for a period of 2 years.

## **2 WARRANTY**

To qualify for warranty service, the customer must return a faulty product to Sailmon within 30 days of the apparent product failure. It is the customer's responsibility to remove the faulty product and return it to an authorized Sailmon Dealer or Sailmon Service Centre. All costs associated with the removal, re-installation, commissioning, transport to Sailmon, and/or correction of installation errors on-board must be paid for by the customer.

Standard policy is to repair the faulty unit within 5 working days from the day of receipt of the faulty unit. If a repair cannot be completed within this period, Sailmon will propose the customer to ship a new or refurbished part or product, or an equivalent product, to the customer, as a replacement product.

### 3 WARRANTY LIMITATIONS AND EXCLUSIONS

Sailmon is not responsible for, and does not warrant:

1. Products where the serial number has been altered, mutilated or removed;
2. Failures due to abuse, misuse, overvoltage, accident, unauthorized alteration or repair, improper installation (whether or not by a Sailmon Certified Dealer or service agent), shipping damage, alterations, corrosion resulting from improper installation, and normal wear and tear;
3. Costs associated with routine system checkouts, calibration, alignment, sea-trials or commissioning;
4. Costs associated with hauling, dockage, or vessel transportation;
5. Overtime or premium labour work;
6. Consumable items, whether repaired or replaced including, but not limited to the following: fuses, batteries, bulbs, bearings, motor brushes, drive-belts, magnetrons, Gyro sensitive elements, paddlewheels, paddlewheel bearings, paddlewheel blades and paddlewheel shafts;
7. Costs associated with software updates and upgrades, where the product is not faulty;
8. Replacement of missing components from the package of any product purchased through an online auction or private sale;

The product, including any associated electronics charts, is an aid to navigation designed to facilitate the use of authorized government charts, not to replace them. Sailmon has made commercially reasonable efforts to ensure the accuracy of data contained in the product, but errors and omissions are inevitable. The vessel operator is responsible for cross checking the product against other sources of navigation data. Sailmon recommends having back up navigation tools available in the event that the product becomes inoperable.

Products are intended for use in a marine environment only. Use of the product in a non-marine environment will void this warranty and, to the maximum extent permitted by applicable law, (i) all representations, warranties, conditions, guarantees and other terms (whether express or implied) are excluded and (ii) Sailmon and its affiliates assume no responsibility whatsoever and are not liable in any way for the product or its repair, replacement, servicing, upgrading or modification.

This Warranty is fully transferable providing an original proof of purchase is provided to Sailmon or to a Sailmon Certified Dealer or approved service agent.

Any web based purchases that are imported into countries by anyone other than a Sailmon Certified Dealer or Sailmon Boat Builder may not meet local standards and/or product compliance and Sailmon strongly recommends against importing these products from international websites as the imported product may not work correctly and may interfere with other electronic devices. Further, the imported product may be in breach of the local laws and mandated technical requirements.

To the extent consistent with local and regional law, the foregoing warranty is Sailmon's sole warranty and is applicable only to new products.

There are no express warranties other than those listed and described above, and no warranties whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, shall apply after the express warranty periods stated above, and no other express warranty or guarantee given by any person, firm or corporation with respect to this product shall be binding on Sailmon. Sailmon shall not be liable for loss of revenue or profits, failure to realize savings or other benefits, or any other special, incidental or consequential damages caused by the use, misuse or inability to use this product. Recovery amounts of any kind against Sailmon shall not be greater than the purchase price of the product sold by Sailmon and causing the alleged damage. Without limiting the foregoing, purchaser assumes all risk and liability for loss, damage or injury to purchaser and purchaser's property and to others and their property arising out of the use, misuse or inability to use this product sold by Sailmon.

Sailmon reserves the right to make changes or improvements from time to time without incurring the obligation to install such improvements or changes on equipment previously manufactured.

This warranty gives you specific legal rights and your rights may vary from jurisdiction to jurisdiction. These rights exist alongside all rights you have under local law.

## 4 WARRANTY PROCESS

### 4.1 Process for Dealers and Customers to Obtain Warranty Support

1. Contact Sailmon or Sailmon's appointed Distributor to confirm the unit's warranty status and obtain a Return Material Authorization (RMA) number. Products returned to Sailmon without an RMA number will be rejected and returned to the sender. RMA numbers are valid for six (6) weeks from the date of issuance. Units must be returned to Sailmon within this period otherwise the RMA will be cancelled.
2. Securely pack the product and ship to the address given by Sailmon. You must include:
  - a. The RMA number given to you by Sailmon
  - b. A valid proof of purchase which indicates the product, serial number, place and date of first purchase
  - c. Any other information Sailmon requests, such as a copy of any return authorization form you may receive. All sections of any required form must be completed for the claim to be lodged.
3. The Dealer, Boat Builder or Customer must pay for shipping and any insurance, duties and taxes to get the product to the Sailmon or Sailmon Service Centre. You assume all risk of loss and/or damage to the product until it arrives at Sailmon's Service Centre.
4. Sailmon will pay for shipping of the returned product to your nominated address. Shipping mode and carrier is at Sailmon's discretion, the customer must request, and pay for, any variation. Sailmon does not pay for insurance, duties and taxes on returned products.

**Sailmon will not be responsible for the loss of or alteration of any user data and settings stored in the product. You should back up or otherwise preserve all data before sending the product to Sailmon.**

## **5 MISCELLANEOUS**

### **5.1 Language**

All information in the 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 claim forms must be fully completed.

### **5.2 Warranty Claim form**

The Warranty Claim Form must be completed for the Warranty Claim to be valid. Details to include in this section are:

1. Circumstances in which the fault occurred
2. Fault description
3. Date of first error

### **5.3 No Fault Found**

Once an item has been returned to Sailmon with a Warranty Claim form, it will be subjected to a standard Production test. If the item fails the standard Production test, the claim will be processed.

If the unit passes the test, Sailmon will contact the Customer, Dealer, Distributor or Boat Builder to obtain further information surrounding the nature of the fault. If, after discussion with the Dealer, Distributor or Boat Builder, we are still unable to replicate the problem, then:

1. The claim may be invalidated and the item and Warranty Claim returned
2. A no fault found charge may be applied to the Dealer, Distributor and Boat Builder account. In the case of an end user this charge will be applied to their credit card before the product is returned.
3. Return freight may also be charged

#### **5.4 AWR (Advanced Warranty Return)**

For a Dealer, Distributor or Boat Builder that does not have the required warranty replacement item in stock, they may request an advance replacement item directly from Sailmon (AWR).

AWRs will be approved in the following circumstances:

1. Out of box failure
2. Where travel is need to the failed installation, at Sailmon discretion

Any other AWRs are at the discretion of Sailmon and will only be supplied in exceptional circumstances.

Dealers, Distributors and Boat Builders requesting advance replacements will have the cost of the advance replacement charged to their account. Their account will be credited when the faulty unit is returned.

Customers requesting an advance replacement must be part of the advanced warranty program and provide credit card details. The cost of the replacement will be charged to their credit card and credited when the faulty unit is returned.

Full credit will only be applied if the product is returned within two (2) weeks and is confirmed to be faulty.

Where the returned unit is found not to be faulty and:

1. Can be restocked, a No Fault Found charge will be deducted from the credit
2. Can't be restocked, no credit will be applied.

#### **5.5 Out of Box Failures**

A product is deemed to be an out of box failure if the fault is notified to Sailmon and an RMA number obtained within 30 days from date of invoice. Appropriate proof of purchase must be supplied to support the claim.

Out of box failures will be replaced with a new unit and are eligible to be advanced replaced.