AIRMAR Transducer Warranty

1. WARRANTY

Airmar provides three separate warranties with regard to products manufactured by Airmar (all Airmar-manufactured transducer products are referred to herein as a "Product"):

TYPE 1: Standard Two Year Limited Warranty

TYPE 2: Two 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 Two Year Limited Warranty

- 2.1 <u>Products Covered</u>: The Type 1: Standard Two 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 Two Year Limited Warranty: all NMEA0183 and/or NMEA2000 sensors, including without limitation Airmar WeatherStation®, SmartTM Sensors, Heading and GPS sensors.
- 2.2 <u>Type 1 Warranty Terms</u>: All Products subject to the Standard Two 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 two years from the date printed by Airmar on the label affixed to the Product's cable (such label, the "Cable Label"), or, for selected Products, 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 two (2) years from the date printed on the Cable Label, or, for selected Products, 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: Two Year Limited Warranty with Onboard Coverage

- 3.1 <u>Products Covered</u>: The Type 2: Two 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 printed on the Cable Label, or, for selected Products, 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 <u>prior</u> 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/certified-warranty.html and
- (g) Onboard warranty work is performed within two (2) years of the date printed on the Cable Label, or, for selected Products, found in the firmware installed on the Product.
- 3.2 <u>Type 2 Warranty Terms</u>: All Products subject to the Two 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 as of the date of manufacture, for a period of two years from the date printed by Airmar on the Cable Label, or, for selected Products, 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 two (2) years from the date printed on the Cable Label, or, for selected Products, 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 <u>Products Covered</u>: 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 printed on the Cable Label, or, for selected Products, 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 <u>Type 3 Warranty Terms</u>: 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 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 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 on 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 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, or

- (d) By modification or service by anyone other than Airmar.
- 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.
- 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, custom duties, boat hauling and reinstallation labor, are specifically excluded from the Standard Limited two (2) 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-confirming Product. RMA numbers may be obtained by calling:

Gemeco (Airmar subsidiary): 803-693-0777 Airmar EMEA (Europe, Middle-East, Asia, Africa): +33 (0) 2 23 52 06 48

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 <u>Language</u>. 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 <u>Onboard Support Claim Form.</u> 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 <u>Excess Claims</u>. 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 <u>Limitations</u>. 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.

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 hours 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.