

The SIMRAD logo consists of the word "SIMRAD" in white, bold, uppercase letters, centered within a solid red rectangular background.

# SIMRAD Professional Global Warranty Policy

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# CONTENTS

<b>1</b>	<b>INTRODUCTION.....</b>	<b>3</b>
<b>2</b>	<b>TYPES OF WARRANTY.....</b>	<b>3</b>
2.1	CATEGORY A: STANDARD LIMITED PRODUCT WARRANTY .....	3
2.2	CATEGORY B: ONBOARD SUPPORT FOR CERTIFIED INSTALLATIONS .....	3
2.3	REPAIR WARRANTY PERIODS .....	3
2.3.1	<i>Warranty Repairs.....</i>	3
2.3.2	<i>Non-Warranty Repairs.....</i>	4
2.3.3	<i>Refurbished Product Purchased by Distributors .....</i>	4
<b>3</b>	<b>WARRANTY LIMITATIONS AND EXCLUSIONS.....</b>	<b>4</b>
<b>4</b>	<b>WARRANTY PROCESS .....</b>	<b>5</b>
4.1	STANDARD LIMITED WARRANTY .....	5
4.1.1	<i>Process for Dealers, Shipbuilders and Customers to Obtain Warranty Support .....</i>	5
4.1.2	<i>Process for Distributors to Obtain Warranty Support.....</i>	5
4.2	ONBOARD SUPPORT .....	6
4.2.1	<i>Process for Customers to Obtain OnBoard Support.....</i>	6
4.2.2	<i>Process for Certified Dealers to Obtain Reimbursement for OnBoard Support .....</i>	6
<b>5</b>	<b>MISCELLANEOUS.....</b>	<b>7</b>
5.1	LANGUAGE.....	7
5.2	ONBOARD WARRANTY CLAIM FORM .....	7
5.3	EXCESS CLAIMS .....	7
5.4	NO FAULT FOUND .....	7
5.5	AWR (ADVANCED WARRANTY RETURN) .....	8
5.6	OUT OF BOX FAILURES.....	8
5.7	EXTENDED WARRANTIES.....	8
5.11	7-YEAR UPGRADE PROGRAM.....	8
	<b>APPENDIX 1: SIMRAD PROFESSIONAL ONBOARD SUPPORT.....</b>	<b>9</b>
	<b>APPENDIX 2: MARIS ONBOARD SUPPORT .....</b>	<b>10</b>

# 1 INTRODUCTION

Navico guarantees its products against defects in materials or workmanship according to the terms and conditions detailed within this document, the SIMRAD Professional Global Warranty Policy.

## 2 TYPES OF WARRANTY

Navico offers two differing types of warranty as follows:

### 2.1 Category A: Standard Limited Product Warranty

Navico warrants that its products, when properly installed and used will be free from defects in material and workmanship for the period stated for the applicable product and/or peripheral device as set out on the applicable page of Navico's website [www.navico.com/commercial](http://www.navico.com/commercial) from the date of first purchase (the Warranty Period). For Distributors only, the Warranty Period shall run for an additional six (6) months to that stated for initial customers. The majority of Navico's products have a two-year warranty period, refer to [www.navico.com/commercial](http://www.navico.com/commercial) for the full product list and related warranty periods.

To qualify for warranty service, the product must be returned to Navico or an Authorized SIMRAD Professional Dealer within 30 days of the apparent product failure. It is the customer's responsibility to remove the product and return it to an authorized SIMRAD Professional Dealer or Navico Service Centre for repair. All costs associated with the removal, reinstallation, commissioning, and/or correction of installation errors on board must be paid for by the customer.

### 2.2 Category B: OnBoard Support for Certified Installations

To qualify for OnBoard Support the system must be comprised of Simrad Pro products and:

1. Include a Simrad Pro IMO compliant product and be installed on board a SOLAS class vessel; or
2. Have a purchase value equal to or greater than USD \$2,500 and be installed on board a commercial vessel; and
3. Have been commissioned by a Simrad Pro Certified Technician, who is Certified for the products being commissioned, or authorized Navico Shipbuilder; and
4. Be registered with Navico and have a valid, unexpired, Certified Installation Certificate, issued by Navico.

Systems that meet the above criteria will be deemed to be 'Certified Installations'. Certified Installations are eligible to receive OnBoard Support by a Simrad Pro Certified Dealer.

Certified Installations are eligible to receive OnBoard Support for two years from the date the vessel was commissioned, or three years from date of first purchase of the products, whichever occurs first.

Products included on a Certified Installation Certificate are covered under Warranty for the period of the Certified Installation Certificate.

Where product is sold through a Navico Distributor the date of first purchase of the product is deemed to be the date the product was shipped from Navico to the Distributor.

Reimbursement is limited to Repair Time, Parts, Travel Time and Distance to and from the vessel. Refer to the Appendices for limits.

OnBoard Support is conditional and certain products are excluded from this agreement. Additionally reimbursement limits may change from time to time. More information can be found within the Appendix at the end of this document and by visiting [www.navico.com/commercial](http://www.navico.com/commercial).

### 2.3 Repair Warranty Periods

#### 2.3.1 Warranty Repairs

Product(s) qualifying for warranty repair will either be repaired, or replaced with new or refurbished parts or product, or an equivalent product, at the sole discretion of Navico. Warranty repairs are covered by the warranty terms and conditions for the remainder of the original product's warranty period, six months or in accordance with local jurisdictions, whichever is the greater. The ownership of all parts removed from the product for the purposes of effecting warranty repairs, transfers from the Owner back to Navico.

### **2.3.2 Non-Warranty Repairs**

Product(s) accepted for non-warranty repair will either be repaired, or replaced with new or refurbished parts or product, or an equivalent product, at the sole discretion of Navico. Repairs by Navico Service on equipment that is no longer covered by any warranties are automatically covered by a six months warranty or where applicable, in accordance with local jurisdictions, whichever is the greater. The ownership of all parts removed from the product by Navico for the purposes of effecting repairs, transfers from the Owner back to Navico.

### **2.3.3 Refurbished Product Purchased by Distributors**

For Distributors only, refurbished products are covered by the warranty terms and conditions for 12 months from the date the product was purchased from Navico by the Distributor.

## **3 WARRANTY LIMITATIONS AND EXCLUSIONS**

In addition to other limitations and exclusions set forth herein, Navico 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 SIMRAD Pro 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 labor work;
6. consumable items, whether repaired or replaced including, but not limited to the following: fuses, batteries, bulbs, bearings, motor brushes, drive-belts, magnetrons, paddlewheels, paddlewheel bearings, paddlewheel blades and paddlewheel shafts, hard disks, fans;
7. costs associated with software updates and upgrades relating to enhanced or additional features or performance;
8. replacement of missing components from the package of any product purchased through an online auction or private sale;
9. performance deterioration or damage to the software or hardware caused, or contributed to, by computer viruses, malware or spyware.

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. Navico 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. Navico recommends having back up navigation tools available in the event 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) Navico 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.

OnBoard Support applies only to the Navico products listed on the Certified Installation Certificate. Any additions to the system will not be covered by the OnBoard Support, unless the system is re-certified by a SIMRAD Pro Certified Dealer and issued a new Certified Installation Certificate.

To the extent consistent with local and regional law, the foregoing warranty is Navico'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 Navico. Navico 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 Navico shall not be greater than the purchase price of the product sold by Navico 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 Navico.

Navico 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 Standard Limited Warranty**

#### **4.1.1 Process for Dealers, Shipbuilders and Customers to Obtain Warranty Support**

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

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

#### **4.1.2 Process for Distributors to Obtain Warranty Support**

1. Contact Navico to obtain a Return Material Authorization number. This number can cover multiple items. Products returned to Navico without an RMA number will be rejected and returned to the sender. RMA numbers are valid for six (6) weeks from date of issue. Units must be returned to Navico within this period otherwise the RMA will be cancelled.
2. Securely pack the products and ship to the address given by Navico. The following must be included:
  - a. The RMA number given by Navico;
  - b. Any other information Navico requests, such as any return authorization form Navico may require completed. All sections of any required form must be completed for the claim to be lodged.

3. The Distributor must pay for shipping and any insurance, duties and taxes to get the product to the Navico Service Centre and assumes all risk of loss and/or damage to the product until it arrives at the Navico Service Centre.
4. Navico will pay for ground/sea shipping of the returned product to the nominated address. Any different shipping method must be requested and paid for. Navico does not pay for insurance, duties or taxes on returned product.
5. Distributors are encouraged to hold warranty stock and will be able to purchase refurbished units to use for warranty swaps. Price lists for warranty items will be supplied separately and updated from time to time.
6. Any warranty item sent back to Navico will be replaced with a refurbished unit. Credits for warranty items will only be given at the discretion of Navico.
7. If a Distributor replaces a faulty unit with a new product from their stock they will receive a refurbished unit as a replacement.
8. Distributors must collate and return warranty units to Navico at least monthly. Distributors should not return units individually. Small quantities of product should be collated and sent back monthly.

## **4.2 OnBoard Support**

### **4.2.1 Process for Customers to Obtain OnBoard Support**

To obtain OnBoard Support for an in-warranty unit, the customer must:

1. Contact Navico or the nearest SIMRAD Pro Certified Dealer and have met the following conditions:
  - a. the system must be a Certified Installation (refer Clause 2.2);
  - b. the claim must be registered within 30 days of alleged product failure;
  - c. the product must have a valid, not expired, Certified Installation Certificate.
2. Make available to Navico or the SIMRAD Pro Certified Dealer:
  - i. Certified Installation Certificate; or
  - ii. original valid proof of purchase indicating the product purchased, serial number, place and date of sale; and
  - iii. proof of installation by a SIMRAD Pro Certified Dealer or Shipbuilder, or proof of certification by a SIMRAD Pro Certified Dealer.

Navico or the Simrad Pro Certified Dealer may, at its sole option, accept or deny such proof of purchase and proof of installation as sufficient to qualify the product for OnBoard Support.

Costs associated with additional travel (in excess of the two hour allowance per visit to the vessel), mileage (in excess of the 50 mile/80 km allowance), taxi fares, launch or docking fees, aircraft or vehicle rental, meals, hotels, customs, shipping, communication charges, and service agent travel costs are specifically excluded from coverage under this Warranty and are the customer's responsibility. In addition, this Warranty does not cover fees associated with hauling, shipping or towing the vessel to a SIMRAD Pro Certified Dealer.

The OnBoard Warranty Support provided herein is in addition to the standard Limited Warranty Policy and in no way implies nor is the intent to supersede the provisions of the terms of the Limited Warranty Policy.

### **4.2.2 Process for Certified Dealers to Obtain Reimbursement for OnBoard Support**

Only SIMRAD Pro Certified Dealers or Navico technicians may perform OnBoard Support under the terms of this agreement. In order to obtain a reimbursement for OnBoard Support performed the Certified Dealer must:

1. Ensure the Customer meets all the conditions of the OnBoard Support policy in section 4.2.1.
2. Obtain an OnBoard Support Authorization number for any claim exceeding limits in the appendices, or for the second and subsequent claim on the same vessel within a calendar year. Note that authorization must be obtained before any work is performed.

3. Certified Dealers must take relevant swap stock to the vessel. If the issue cannot be resolved within the approved labor time (refer to Appendices for details) then the product should be swapped out. The overall aim is that the Customer's issue is resolved in one visit.
4. If the Certified Dealer does not have warranty stock of the relevant product they can request an Advance Replacement. Refer to section 5.5 for details.
5. On completion of the OnBoard Support, complete the required OnBoard Support Claim Form and submit to Navico. All sections of the form must be completed.
6. Any faulty product which has been replaced must be returned to Navico under the terms of the Standard Limited Warranty (see Sections 4.1.1 and 4.1.2).
7. Navico must receive warranty claims within six weeks of the work having been completed for it to be processed. Claims received after six weeks will be classed as void and will be automatically returned to the claimant.

Warranty allowances for labor and travel are conditional to the product being repaired or replaced and are detailed in the Appendices of this policy.

Costs associated with additional travel (in excess of the two hour allowance per visit to the vessel), mileage (in excess of the 50 mile/80 km allowance), taxi fares, launch or docking fees, aircraft or vehicle rental, meals, hotels, customs, shipping, communication charges, and service agent travel costs are specifically excluded from coverage under this Warranty and are Consumers responsibility. In addition, this Warranty does not cover fees associated with hauling, shipping or towing the vessel to a SIMRAD Pro Certified Dealer or agent. It is the responsibility of the Dealer to arrange and obtain payment at the time of the service call for travel in excess 50 mile/80 km allowance and any other fees incurred.

In the event that no system fault is found, or the fault is due to improper setup, use or installation of the product, the customer will assume and bear all costs associated with the service call. It is the responsibility of the Dealer to arrange and obtain payment at the time of the service call.

## **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 OnBoard Warranty Claim Form**

The Dealer Report section on the OnBoard 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. Solution to the problem

### **5.3 Excess Claims**

All claims in excess of the rates published within the Appendices of this document, require written authorization from the appropriate Navico Service Centre, before the work is completed. Excess claims received by Navico without prior authorization will be refused.

### **5.4 No Fault Found**

Once an item has been returned to Navico 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 standard production test, Navico will contact the Dealer, Distributor, Shipbuilder or customer to obtain further information surrounding the nature of the fault. If, after discussion, Navico is 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 or Shipbuilder account. In the case of a customer, this charge will be applied to their credit card before the product is returned;
3. Return freight may also be charged.

## 5.5 AWR (Advanced Warranty Return)

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

AWRs will be approved in the following circumstances:

1. Out of box failures;
2. OnBoard Support requirements for Navico Certified Installations.

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

To request an AWR, please contact the local Navico Service Centre.

Dealers, Distributors and Shipbuilders 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 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 six (6) 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. cannot be restocked, no credit will be applied.

## 5.6 Out of Box Failures

A product is deemed to be an out of box failure if the fault is notified to Navico and an RMA number obtained within 30 days of purchase by the end user, or in the case of a product installed on a new vessel by an authorized Navico Shipbuilder, 30 days from the date that the first retail customer took delivery of the vessel. 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.

## 5.7 Extended Warranties

Extensions to the Product Warranty period and OnBoard Support period are available for purchase. Contact Navico for further details.

## 5.11 7-Year Upgrade Program

In the event of failure within the first seven years of purchasing a new product, the 7-Year Upgrade program guarantees customers will have the option to upgrade to current model technology at a discounted price.

Terms and Conditions of the 7-Year Upgrade program:

- a. the defective product must be within seven years from date of purchase;
- b. the product must be faulty (this is not a general upgrade program);
- c. customers will have an opportunity to upgrade to current model technology;
- d. customers will pay a fee for upgrade options;
- e. there are separate charges for In-Warranty<sup>[1]</sup> and In-Service<sup>[2]</sup> upgrades.

Contact the local Dealer, Distributor or Navico for further details.

[1] 'In-Warranty' refers to the published warranty period for the product;

[2] 'In-Service' refers to the period after the published warranty period has expired, up to seven years from the date of first purchase.



## APPENDIX 1: SIMRAD PROFESSIONAL ONBOARD SUPPORT

Simrad Professional systems and/or products that qualify for OnBoard Support are reimbursed, according to the following schedule:

Product Type	Maximum Labor	Maximum Labor Each Additional Unit
Autopilot Computer	3.0 hours <i>Labor: 1 hour; Seatrial: 2 hours</i>	-/-
Autopilot Drive	1.5 hour	-/-
Communications	1.0 hour	0.5 hour
Compass	1.0 hour	-/-
ECDIS / PLECDIS	2.0 hours	-/-
Echosounder	2.0 hours	-/-
Gyrocompass	6.0 hours	-/-
IMO GPS <i>Example: MX612</i>	2.0 hours	-/-
Instrument / Autopilot Display	1.0 hour	0.5 hour
Instrument Processor	1.0 hour	-/-
Monitor / Display	1.0 hour	0.5 hour
Multifunction Display	1.0 hour	0.5 hour
Radar <i>Example: 4G, Open Array</i>	2.0 hours	-/-
IMO Radar <i>Example: Argus</i>	4.0 hours	-/-
Safety <i>Example: EPIRB</i>	1.0 hour	-/-
Satellite Compass	2.0 Hours	-/-
Sensor <i>Examples: log transducer, depth transducer</i>	1.0 hour	0.5 hour
Wind Sensor	2.0 hours	-/-

### Notes:

1. A maximum of two hours' travel may be claimed per visit to the vessel;
2. Seatrial covered as warranty only if required.

## APPENDIX 2: MARIS ONBOARD SUPPORT

Maris systems and/or products that qualify for OnBoard Support are reimbursed according to the following schedule:

Product Type	Maximum Labor	Maximum Travel
ECDIS - Single	4.0 hours	2.0 hours
ECDIS - Double	4.5 hours	2.0 hours
ECDIS - Triple	5.0 hours	2.0 hours
VDR	4.0 hours	2.0 hours
LOG4000	1.5 hours	2.0 hours <sup>[1]</sup>
PC Radar Kit	1.0 hour	2.0 hours <sup>[2]</sup>

Notes:

1. Travel for LOG4000 covered only in EU;
2. Travel hours on PC Radar Kit covered only if installed together with ECDIS;
3. Only when remote support on a product is possible, this will be covered up to Maximum Labor hours stated.