

MANUFACTURER'S LIMITED WARRANTY

Sea Gyro.

2013



COVERAGE PERIOD

Provided such goods are operated and maintained in accordance with Sea Gyro's (SG) written instructions, SG warrants the gyroscopic stabilizer equipment for a period of one (1) year from the date of shipment. This warranty is extended to all subsequent owners of the gyroscopic stabilizer set during the coverage period.

Any replacement part that is equivalent with respect to the functional performance of the original part may be used in the performance of any maintenance or repairs. If any non-genuine SG part causes or substantially contributes to a failure, that failure may not be covered by warranty. Distributors and dealers authorized to perform warranty service will use only genuine SG parts in that work and such parts will be provided at no charge to the owner.

Repair or replacement parts are warranted for ninety (90) days from date of purchase, excluding labour and travel expenses. Any part repaired or replaced during the warranty period assumes the remainder of that warranty period.

SG'S RESPONSIBILITIES

SG's obligation under the terms of this warranty is limited to the repair or replacement, at its option, of the gyroscopic stabilizer set. The undertaking of warranty work will be at SG's manufacturer's premises in Malaysia.

In accordance with SG's Warranty Administration policies, SG will pay for the parts and labour required to repair or replace the gyroscopic stabilizer set.

The cost of maintenance items such as grease, belts and wiring will be paid for by SG when such items are not reusable because of the warrantable failure.

OWNER'S RESPONSIBILITIES

The owner is obligated to install, operate and maintain the gyroscopic stabilizer set in accordance with the recommendations published by SG, including, without limitation, operating within the sea conditions set out in the Technical sheets. The owner is responsible for the costs associated with such maintenance and any adjustments which may be required.

Installation inspection and initial start-up of the SG gyroscopic stabilizer must be conducted as stipulates in SG's technical sheets.

All claims must be brought to the attention of SG or an authorized Distributor or its designated service representative within a reasonable time, preferably within 30 days after discovery that the gyroscopic stabilizer set fails to meet this warranty.

The owner is responsible for payment of the following expenses that might be incurred as a result of a failure under the terms of this warranty:

1. Rental equipment used to replace the equipment being repaired
2. Telephone or other communication expenses
3. The premium costs for overtime labour requested by the owner
4. The removal, and the reinstalling of the gyro, freight costs to and from the SG's manufacturing facility and all other costs associated with the transportation of the gyro
5. The cost of air freight or other extraordinary expenses for shipment of parts over and above premium surface
6. Any other consequential or incidental amounts

LIMITATIONS

SG is not responsible for the repair of the gyroscopic stabilizer set that is required because of normal wear, accident, misuse, abuse, improper installation, lack of maintenance, unauthorized modifications, the use of add-on or modified parts, improper storage, negligence, improper or poor power supply, installation, removal, crane use, slipping, boat modifications or inspections. This warranty excludes paintwork, damage while shipping to the manufacturing company, any electrical connection to the vessel or the removal/ installation of the gyro equipment.

NORMAL WEAR

This warranty will not cover repair where normal use has exhausted the life of a part or gyroscopic stabilizer set. Gyroscopic stabilizer sets, like all mechanical devices, need periodic parts replacement and service to perform well. The service life of any gyroscopic stabilizer set is dependent on the care it receives and the conditions under which it has to operate. Some applications are very wet or dirty, which can cause excessive wear. Such wear, when caused by moisture, dust or other abrasive material which has entered the gyroscopic stabilizer set because of improper maintenance, is not covered by Warranty.

Electric motors, dampers and VFDs will be covered for a period of one year. This warranty does not apply to damage due to improper installation, external causes or scheduled maintenance

TIMEFRAME

SG will repair or replace the equipment or parts that are defective (at its sole discretion) in a timeframe provided by SG on a reasonable best effort basis.

LIMITATION OF LIABILITY

Sea Gyro will not be liable for any incidental damages, whether indirect or consequential, for loss of profits arising out of any performance criteria. Sea Gyro's obligation is limited solely to the repair or replacement (at its option) at its manufacturing facility.

No person is authorized to give any other warranties or to assume any other liabilities on SG's behalf, unless made or assumed in writing by an officer of SG, and no person is authorized to give any warranties or assume any other liability on behalf of seller unless made or assumed in writing by seller.

This warranty is covered by the laws of Malaysia

The installation or the removal of a gyro system (even subjected to warranty) is not the responsibility of Sea Gyro.

It is strongly recommended that any machinery installed on a boat should be readily removable via a deck hatch.