



Superyacht Warranty Statement

This warranty statement is for those products supplied to OEMs or electrical contractors for Superyacht installations.

Ocean LED Marine Limited (OceanLED) stands by its products. In general, terms, the company gives a full 2 year's manufacturer's warranty on all of its products from the date of handover to the owner, providing that OceanLED be notified of this within 1 month. If OceanLED is not notified of this date, the warranty period will be deemed to have started at the date of delivery of the parts.

OceanLED Superyacht Division is pleased to offer a commissioning service which can come with an extended warranty; extending the standard 2 year warranty to 3 years. Please contact OceanLED Superyacht Division for more information and a quote. The start date of the warranty shall commence on the date the vessel is handed over to the owner, providing that OceanLED be notified of this within 1 month otherwise the warranty period will have deemed to start on the date the commissioning was completed. The 3rd year warranty coverage will only be valid if a signed copy of the commissioning report is returned to OceanLED on completion of the commission.

Claims

To claim, please contact OceanLED Superyacht Division and complete the troubleshooting guidelines. Claims may be disputed if the troubleshooting guidelines are not completed or no defect is found with the product. The detailed terms and conditions of this warranty are set out below.

OceanLED cannot be held responsible for corrosion-related defects. This includes where water has been allowed to enter the cable as a result of immersion in water during the installation or improper sealing of connections. Please note corrosion will be particularly aggressive if installation and/or bonding have not been undertaken properly; or if stray currents are active in the vicinity of a boat. However, please note that all metal parts corrode in salt water. The primary factors affecting corrosion are not directly related to our products.

Colour variation occurs within the LED manufacture. While we make every effort to match the colour of any replacement lights, there may be a noticeable difference when installed next to existing lights. OceanLED does not warrant this colour variation on replacement lights.

OceanLED reserves the right to change the design, range and components without any prior notification either written or verbal.

OceanLED is not liable for the organisation of, or costs such as but not limited to, haul out of vessels, scaffolding and scissor lifts etc.

1: WARRANTY OF QUALITY

- 1.1 In the case of goods manufactured and sold by Ocean LED Marine Ltd, a company incorporated in England and Wales (registered number 08927130) and whose registered office is at Unit 1 Jacknell Road, Dodwells Bridge Ind. Est. Hinckley, Leicestershire, LE10 3BS (the "Goods" and the "Company", respectively), the Company warrants to the purchaser of the Goods (the "Buyer") Conditions and unless otherwise notified relating to the applicable period above.
- 1.2 the Company shall not be liable for a breach of the warranty in Condition 1.1 unless:
 - 1.2.1 the Buyer gives written notice of the defect to the Company, and to the carrier if the defect is as a result of damage in transit, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and
 - 1.2.2 the Buyer has contacted the Company, registered the claim and obtained a Return Material Authorization (RMA).
 - 1.2.3 the buyer has the obligation to provide all the requested information where is reasonably possible and provided a truthful statement of all information requested in relation to the claim.
 - 1.2.4 the Buyer returns such Goods to the Company's place of business at the Buyers cost, regardless of the outcome of the claim.
 - 1.2.5 the Company is given a reasonable opportunity after receiving the returned Goods for the examination to take place at the Company's place of business.
 - 1.2.6 the Company does not accept any liability for goods that have not been purchased from it or any loss or damage incurred due to failure of these goods, inclusive of those that have been purchased by the company or any other third party.
- 1.3 the Company shall not be liable for a breach of the warranty in Condition 1.1 if:
 - 1.3.1 the Buyer makes any further use of such Goods after giving such notice; or
 - 1.3.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to storage, transportation, installation, commissioning, modification, use or maintenance of the Goods or (if there are none) good trade practice; or the defect arises from the corrosion of metal parts or the failure of the Buyer to ensure that Goods are installed correctly, bonded correctly and that there are no active stray currents in the vicinity; or
 - 1.3.3 the defect arises as a result of any default of, or caused by, the Buyer or (without limitation) as a result of misuse, abuse, improper installation, neglect, improper shipping by a party other than the Company; or
 - 1.3.4 the Buyer alters, repairs or modifies such Goods without written consent of the Company; or
 - 1.3.5 the defect arises due to a cause beyond the Company's reasonable control, such as: act of God, explosion, flood, tempest, fire or accident, including without limitation lightning; war or threat of war, national emergency, sabotage, terrorism, insurrection, protest, riot, epidemic, civil disturbance or requisition; Acts, restrictions, regulations,

by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embarcarriers or inability or delay in obtaining supplies of adequate or suitable materials; or power failure or breakdown in machinery.

- 1.3.6 where the Company has notified the Customer directly of in service modification(s) deemed necessary to further protect the Goods from damage have not been followed.
- 1.3.7 where a claim has been made where the Goods ownership is in dispute.
- 1.3.8 where the parts where not purchased from an authorised outlet.
- 1.4 Subject to Conditions 1.2 and Condition 1.3, if any of the Goods do not conform with the warranty in Condition 1.1 the Company shall at its option repair or replace such Goods (or the defective part) without charge for labour or parts or refund the price of such Goods at the original purchase price. The Company shall pay for the return transportation to the Buyer of such repaired or replaced Goods.
- 1.5 Any Goods replaced shall belong to the Company and any such repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the warranty period of the warranty in Condition 1.1.

2: LIMITATION OF LIABILITY

- 2. These Conditions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 2.1.1. any breach of these Conditions;
 - 2.1.2. any defect in the Goods;
 - 2.1.3. any use made or resale by the Buyer of any Goods, or of any product incorporating any of Goods; and
 - 2.1.4. any representation, statement or tortuous act or omission including negligence arising or in connection with the contract with the Buyer.
- 2.2. all warranty, conditions and other terms implied by both UK law are, to the fullest extent permitted by law, excluded from the contract with the Buyer.
- 2.3. nothing in these conditions excludes or limits the liability of the Company;
 - 2.3.1. for death or personal injury caused by the Company's negligence;
 - 2.3.2. under both UK law;
 - 2.3.3. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 2.3.4. for fraud or fraudulent misrepresentation.
- 2.4. Subject to the above Condition 2.3:

- 2.4.1. the Company's total liability in contract, (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract with the Buyer or (without limitation) in respect of the Goods shall be limited to the original purchase; and
- 2.4.2. the Company shall not be liable to the Buyer for any pure economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential whatsoever (however caused) which arise out of or in connection with the contract with the Buyer or (without limitation) the Goods.

3: THIRD PARTY RIGHTS

No term of any Contract formed between the Buyer and the Company shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

4: APPLICABLE LAW

Each of (a) the sale of the Goods to the Buyer, (b) these conditions, and (c) any disputes or claims arising there from or in connection therewith shall be governed by and construed in accordance with the law of England; and the Buyer and the Company irrevocably agree that the Courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the foregoing.

5: MAKING A CLAIM

- 5.1 You must notify either the installer or ourselves within 14 days by emailing to warranty@oceanled.com or alternatively telephoning our Head Office on +44 (0)1455 637505.
- 5.1.1 When you discover a problem we ask that the products that have a problem are not used. This will minimise any further damage. We recommend that the product be disconnected to prevent accidental use by removing the power feed from the driver box and covering the end of the power lead with a waterproof solution (e.g. a taped up plastic bag) to prevent water entering the cable connectors.
- 5.1.2 If a claim is accepted the part will be replaced on a "like for like basis". No refunds will be given.
- 5.1.3 If you feel unhappy with any part of the process of claiming please let us know. You can do this by contacting the Warranty Manager by emailing to warranty@oceanled.com or alternatively telephoning our Head Office on +44 (0)1455 637505.
- 5.2.1 Your construction yard will contact us and together we will resolve your issues and together we will investigate.
- 5.2.2 If the problem is found not to be due to the manufacture of the product, this will fall outside of the warranty cover and the buyer will be liable for all costs.
- 5.3 Before making contact we ask that you follow the troubleshooting guide for your

product, that is located in the product installation and use manual. If you are unable to locate this please contact the Super yacht Project Manager at OceanLED directly either call our UK office on +44 1455 637505 or email warranty@oceanled.com who will be happy to provide an electronic copy of it.

- 5.3.1 If after following the troubleshoot guide, you believe that the problem still exists with our product you will need to contact the Warranty Dept at OceanLED directly. Either call our UK office on +44 (0)1455 637505 or email warranty@oceanled.com.
- 5.3.2 When you contact us you will be required to provide the information recorded on the warranty claim information sheet and have the copy of your purchase invoice for the products where you believe there is a problem. The Service team will review with you your problem and where possible advise on any further checks that may be required to be done. If from the test results, you do appear to have a problem you will be issued with a Returns Material Authorisation (RMA) number. The RMA number is unique to your claim and should be used in all correspondence and attached to the returned parts.
- 5.3.3 You will be required to return the faulty part with the attached RMA number to our Service Department for investigation. The address is OceanLED: Unit 1 Jacknell Road, Dodwells Bridge Industrial Estate, Hinckley, Leicestershire, LE10 3BS, United Kingdom. The return of the part is at your expense.
- 5.3.4 The part will be investigated and if the cause is established to be a manufacturing error or a problem with the components, we will return a replacement part to you.
- 5.3.5 If we are unable to find a problem with the part, we will inform you of the outcome. We can provide guidance to possible reasons for the fault. Unfortunately, we are not liable for or can fix problems with equipment & installations that are not purchased from OceanLED. The returned product can be returned to you at your request.

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