



## Superyacht & Custom Projects Warranty

This warranty statement is for those products supplied to OEMs, electrical contractors or shipyards for custom projects managed by Ocean LED Marine LTD.

OceanLED provides a full 2 years' manufacturer's warranty on all products from the date of handover to the owner, providing that OceanLED are notified of this date within 1 month. If OceanLED is not notified of this date, the warranty period will start on the date of delivery of the products.

The 2-year warranty can be extended to a total of 3 years if purchased prior to the commissioning of the yacht's under water lighting. Commissioning of a system on its own does not automatically guarantee a 3-year warranty, but commissioning by OceanLED must be completed to qualify for the extended warranty if purchased.

The warranty period shall commence on the date the vessel is handed over to the owner, providing that OceanLED be notified of this within 1 month. If no notification of handover is received within 1 month, the warranty period shall commence on the date 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.

To claim, please contact OceanLED Custom Projects team on [superyachts@oceanled.com](mailto:superyachts@oceanled.com). Prior to doing so, please review the troubleshooting guidelines on the relevant product installation manuals, which are available at [www.oceanled.com](http://www.oceanled.com) to download. Please also gather the following information:

- Customer name
- Vessel name, hull number or project name
- Current location of the vessel or products
- Description of the failure in detail along with photographic evidence
- Details of any tests that have already been conducted
- Serial number(s) of affected product(s)

Claims may be disputed if the troubleshooting guidelines are not completed, information provided is incomplete 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 issues caused by water being 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. In neither case will a warranty claim be accepted.

Colour variation occurs during LED manufacture and is inherent to the manufacturing process for all LED types. Whilst OceanLED makes every effort to match the colour of our lights, there may be a noticeable difference between batches of LED lights. OceanLED does not warrantee colour variation on lights.

OceanLED reserves the right to change the design, range and components of our products without any prior written or verbal communication.



OceanLED is not liable for the organisation of or costs such as but not limited to, haul out of vessels, scaffolding and lifting equipment. OceanLED does not cover the cost of labour associated with the warranty claims.

## 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 8927130) 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) upon delivery (whether installed or not), that goods supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act of 1979.
- 1.2 The Company shall not 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 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.
  - 1.2.3 the Buyer returns such Goods to the Company’s place of business at the Buyer’s cost, regardless of the outcome of the claim.
  - 1.2.4 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.
- 1.3 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: natural disaster, 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 embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); restraints or delays affecting carriers 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 of in-service modification(s) deemed necessary to further protect the Goods from damage and these have not been adhered to.
  - 1.3.7 where a claim has been made where the Goods ownership is in dispute.
  - 1.3.8 where the parts were not purchased from an authorized outlet.
  - 1.3.9 where the goods were purchased via the internet from the United States but were not shipped to an address or fitted in the United States.
- 1.4 Subject to Conditions 1.2 & 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 tortious 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 laws of England & Wales; and the Buyer and the Company irrevocably agree that the Courts of England & Wales have exclusively jurisdiction to settle any dispute or claim that arises out of or in connection with the foregoing.

## 5: INTERNET USA PURCHASES

OceanLED products purchased by an end-user from a United States dealer via the Internet are covered by this warranty, only if the products are delivered and installed within the United States. The warranty is void if the product is delivered or installed outside the United States. Proof of purchase and installation will be required. Product installed by OEM will be warranted when shipped as part of a new boat package.

## 6: MAKING A CLAIM

6.1 Irrespective of how the products were fitted or by whom when you discover that there may be a problem with the products you must notify either a dealer or OceanLED within 14 days.

6.1.1 When you discover a problem please note that the faulty products must not be used. This will minimise any further damage. The product must 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 to prevent water entering the cable connectors.



6.1.2 If a claim is accepted, the part will be replaced on a “like for like” basis. No refunds will be given.

6.1.3 If you are dissatisfied with any part of the process of claiming please let us know.

6.2 Products supplied and fitted by a dealer:

6.2.1 If products were installed by an authorised dealer we ask that you contact the dealer and ask that they check the installation and establish the cause of the problem. If you are not local to the installer, please visit our website ([www.OceanLED.com](http://www.OceanLED.com)) to find the authorised dealer closest to you. Installation issues or electrical aspects external to the lighting system are often the root cause of issues, and these can often be resolved without the requirement to remove the products and return them.

6.2.2 You should locate your purchase invoice for the products when you believe there is a problem and contact the dealer you purchased the products and / or who fitted them.

6.2.3 Your dealer will contact us and together we will investigate the issue.

6.2.4 If the problem is found not to be due to the manufacture of the product, the warranty claim will be invalid.

6.3 Products supplied by a dealer but fitted by the Buyer:

6.3.1 If you installed the products yourself, before making contact we ask that you seek troubleshooting advice from your dealer and record the information required on the warranty claim form. Please also refer to our website [www.oceanled.com](http://www.oceanled.com), where you will find OceanLED product installation manuals that contain valuable troubleshooting advice.

6.3.2 If after following the troubleshoot guide, you still believe that the problem still exists with our product you will need to contact the dealer that you purchased the product(s) from. If you are unable to do this, you may contact any dealer / distributor in your local area (a list can be obtained either from our website ([www.OceanLED.com](http://www.OceanLED.com)) or by contacting our Head Office.

6.3.3 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.

6.3.4 When contacting your dealer, you will be asked for the following details:

- Customer name
- Current location of the vessel or products
- Description of the failure in detail along with photographic evidence
- Details of any tests that have already been conducted
- Serial numbers and or any proof of purchase from OceanLED and onward sales

The dealer will complete the appropriate warranty claim form that will be returned along with the product.

6.3.5 When you have made contact with the dealer please follow their instructions.

6.3.6 If you are unable to contact a dealer you may wish to contact OceanLED directly. To contact the Customer Service Manager please email [sales@OceanLED.com](mailto:sales@OceanLED.com).

6.4 If you are unable to locate a dealer in your local area or purchased directly from OceanLED:

6.4.1 Before making contact we ask that you follow the troubleshooting guidelines for your product and ensure you have all the relevant details to complete the warranty claim form.

6.4.2 If after following the troubleshooting guidelines, you still believe that your product is faulty you will need to contact the Customer Service Manager at OceanLED for your region.

If you are located in either North, Central or South America please contact the Warranty Department at:

Ocean LED USA LLC

778 South Military Trail

Deerfield Beach

Florida

FL 33442-3025

United States

Tel: +1(954) 523-2250

Fax: +1(954) 523-2249

Email: [sales@OceanLEDusa.com](mailto:sales@OceanLEDusa.com)

If you are located in any other area please contact the Warranty Department at our UK Head Office at:

Ocean LED Marine Ltd

Unit 1 Jacknell Road

Dodwells Bridge Industrial Estate

Hinckley

Leicestershire LE10 3BS

United Kingdom

Tel: +44 1455 637505

Fax: +44 1455 238553

Email: [sales@OceanLED.com](mailto:sales@OceanLED.com)

6.4.3 When you contact OceanLED you will be required to provide the information recorded on the warranty claim information sheet and have the copy of your purchase invoice. The Service team will review your claim and, where possible, advise on any further recommended tests. If your warranty claim is valid, you will be issued with a Return Materials Authorisation (RMA) number. The RMA number is unique to your claim and should be used in all correspondence and attached to the returned product(s).

6.4.4 You will be required to return the faulty part with the attached RMA number to the appropriate address in section 6.4.2. The return of the part is at your expense.

6.4.5 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 equivalent part to you.

6.4.6 If an urgent replacement part is required, it will be chargeable until the point at which the warranty has been validated, including return of the faulty item for assessment within 30 days.

6.4.7 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, nor can we 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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