## Oceanlisu

## Warranty Statement

This warranty statement is for those products supplied to and sold from all territories internationally. This statement provides details of warranty provided by Ocean LED Marine Ltd. Customers who have purchased through an authorised dealer may benefit from a warranty provided by their dealer and should seek their advice.

Ocean LED Marine Ltd stands by its products. In general terms, the company gives a full 2- or 3-years' manufacturer's warranty on all its products from date of sale from OceanLED. The warranty period for a specific product can be found in the list of product warranty periods, downloadable from www.oceanled.com.

To claim, please contact an authorised OceanLED dealer, complete appropriate troubleshooting and collate the following information:

## - 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

Troubleshooting guidelines can be found within the relevant product manuals, which are available on the OceanLED website: www.oceanled.com. Claims may be rejected if the troubleshooting guidelines are not completed, if the information provided is not complete, the warranty period initiated at original sale from OceanLED has passed, if the failed product has not been returned to OceanLED for investigation within 45 days of being issued a returns authorisation, if there is evidence during investigation of the failed product of improper installation, maintenance or use of the product, or if no defect is found. The detailed terms and conditions of this warranty are set out below.

Please note that all metal parts corrode in salt water. The primary factors affecting corrosion are not directly related to our products and accordingly 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 that 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 guarantee colour variation on lights within its warranty policy.

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

OceanLED is not liable for any ancillary or indirect costs including but not limited to haul out of vessels, scaffolding and lifting equipment, nor the organisation of these services. OceanLED does not cover the cost of labour associated with warranty claims.

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Valid warranty claims with appropriate provision of failure data may be processed through the dealer which handled the original purchase or the closest dealer to the boat geographically at the time of failure. In either case, a serial number and a description of the failure mechanism will be required alongside appropriate information as listed above. In order to qualify for a replacement product free of charge the faulty product must be returned to OceanLED within 45 days for testing and verification. If the product has failed and the failure is deemed to be due to manufacturing fault as opposed to installation or maintenance error, OceanLED shall, at its option, repair or replace the failed products or refund the original purchase value from OceanLED.

Where returned products are significantly damaged, have not got a sufficient cable length for testing ( 30 cm ), are incomplete or where matching sub-assemblies cannot be identified, an investigation into the failure mechanism may not be possible and warranty will be voided. Where failed product cannot be removed without causing damage, please contact OceanLED in advance to discuss your options on a case by case basis.

If an urgent replacement is required direct from OceanLED, you will initially be invoiced for the replacement, to be refunded if the claim is valid. You may be able to obtain an advance replacement though your original dealer. If the warranty claim is found to be void for any reason or the faulty product is not returned within 45 days, you will be required to pay for the replacement product(s) if you have not already. Where failed products are not returned within 45 days and a replacement part has not already been provided, claims will be closed and replacement parts will no longer be offered.

## 1: WARRANTY OF QUALITY

1.1 In the case of goods manufactured and sold by OceanLED 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 provides all the requested information where is reasonably possible, has provided a truthful statement of all information requested in relation to the claim and follows the troubleshooting advice and reports on the findings to OceanLED as requested; and
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, within 30 days of notifying the Company of the product defect; and
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; or
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; or
1.3.7 where a claim has been made where the Goods ownership is in dispute; or
1.3.8 where the parts were not purchased from an authorized outlet; or
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. Where the returned Goods are obsolete (not listed on the Company's website within the Products sections), an equivalent current product may be offered at the Company's option.
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.
1.6 Any returned Goods found to be invalid of warranty shall be destroyed by the Company after 30 days since notification that the warranty was invalid if the Buyer does not arrange collection and notify the Company. Where claims are deemed valid and a replacement product, refund or upgrade deal has been provided, the failed product will always be destroyed without notice and will not be returned to you.
1.7 If for any reason the Company agrees to an advance replacement for defective Goods, prior to receiving and investing the defective Goods, the Buyer ay be required to pay for half or all of the replacement Goods upfront. This will be refunded if the claim is deemed valid on return of the defective Goods, but in the event that the defective Goods are not returned within 30 days of notifying the Company of that claim, or if the claim is deemed invalid, the full amount will become payable if not already paid.

## 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 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 UK law;

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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 an authorised 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 help establish the cause of the problem. If you are not local to the original installer, please visit our website (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. Appropriate troubleshooting should be completed prior to removal of lights.
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:

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6.3.1 If you installed the products yourself, before making contact we ask that you seek troubleshooting advice from your dealer and provide a record of your troubleshooting with your claim. Please also refer to our website www.oceanled.com, where you will find OceanLED product installation manuals that contain valuable troubleshooting advice.
6.3.2 If after following the troubleshooting 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) or by contacting our Head Office.
6.3.3 When contacting your dealer, you will be asked for the following details, and your claim may not be possible to process without the full set of information listed:

- 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
6.3.4 When you have made contact with the dealer please follow their instructions.
6.3.5 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.
6.4 If you are unable to locate a dealer in your local area or if you 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 listed in 6.3.3.
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 Aftersales 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

Or if you are located in any other area please contact the Aftersales Department at our UK Head Office at:

## OceanLED Marine Ltd

Unit 1 Jacknell Road, Dodwells Bridge Industrial Estate, Hinckley, Leicestershire
LE10 3BS
United Kingdom
Tel: +44 1455637505 Fax: +44 1455238553
Email: sales@Oceanled.com
6.4.3 When you contact OceanLED you will be required to provide the information listed above in 6.3.3. The Service team will review your claim and, where possible, advise on any further recommended tests. If your warranty claim appears 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 within 45 days of being issued an RMA reference. 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 or offer you a refund, at our option.
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 45 days. If the part is not returned within 45 days, unless agreed with OceanLED in advance, the claim will be closed and any advance replacement Goods not yet paid for will become chargeable.
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.

Specifications are subject to change without notice.
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