

Limited Warranty

Subject to the terms, conditions and limitations set forth in this U.S. Limited Warranty (hereinafter, the "Warranty"), Samyung ENC warrants that its products, when properly installed and used, will be free from defects in material and workmanship for a period of twenty-four (24) months from the date of first purchase (the "Warranty Period").

For the purposes of this Warranty, "date of first purchase" means the date that the product was purchased by the first retail customer; or in the case of a product installed on a new vessel by a certified Samyung ENC original equipment manufacturer (a "Samyung ENC OEM"), the date that such vessel was purchased by the first retail customer.

Samyung ENC will replace any defective products or components returned during the Warranty Period in accordance with the terms, conditions and limitations set forth below. Such replacement will be the sole remedy of the customer under this Warranty.

Obtaining Warranty Service

Warranty Service

To qualify for standard warranty service the product must be returned directly to Samyung ENC or an authorized Samyung ENC distributor in person or by mail (i) within the Warranty Period, and (ii) within thirty (30) days from the date of the alleged product failure. Any products returned by mail must be securely packaged and sent pre-paid and insured. All products, whether returned in person or by mail, must be accompanied by a copy of the original sales receipt, to be eligible for standard warranty service. A list of Samyung ENC distributors is available from Samyung ENC Technical Support or at www.Samyungenc.com.

Limitations and Exclusions

In addition to any other limitations and exclusions set forth herein, Samyung ENC is not responsible for, and this Warranty does not cover:

- failures due to abuse, misuse, accident, unauthorized alteration or repair, improper installation (whether or not by a Samyung ENC-certified service agent), shipping damage or corrosion;
- costs associated with routine system checkouts, alignment/calibration, sea trials or commissioning;
- repair or replacement of consumable items, including, without limitation, fuses, batteries, drive belts, radar mixer diodes, snap-in impeller carriers, impellers, impeller bearings and impeller shafts;
- differences in material, coloring or size that may exist between actual products and the pictures or descriptions of such products in our advertising, advertising literature or on the Internet;
- products purchased by a customer from a United States dealer via the Internet if such products were not delivered and installed within the United States; or
- the replacement of missing components from the package of any product purchased through an online auction site.

Other Conditions

This Warranty is fully transferable provided that you furnish the original proof of purchase to Samyung ENC or to an authorized Samyung ENC distributor. This Warranty is void if the label bearing the serial number has been removed or defaced.

TO THE EXTENT CONSISTENT WITH STATE AND FEDERAL LAW, THE FOREGOING WARRANTY IS SAMYUNG ENC'S SOLE WARRANTY AND IS APPLICABLE ONLY TO NEW PRODUCTS PURCHASED IN THE UNITED STATES OF AMERICA. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WRITTEN WARRANTY, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF SAMYUNG ENC TO A CUSTOMER UNDER THIS WARRANTY, WHETHER FOR BREACH OF CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE SHALL IN NO EVENT SHALL EXCEED AN AMOUNT EQUAL TO THE MANUFACTURER'S SUGGESTED RETAIL PRICE OF THE PRODUCT GIVING RISE TO SUCH LIABILITY AND IN NO EVENT SHALL SAMYUNG ENC BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.