

Sabik Limited Certificate of Warranty

Activating the Warranty

Your product is covered under the following set of warranty terms and conditions from the date of shipment. Please contact your local SPX Aids to Navigation representative with your purchase details and serial numbers.

The unit must be returned to SPX Aids to Navigation freight prepaid.

Warranty Conditions

SPX Aids to Navigation ("Seller") warrants that the Products shall at the time of the delivery thereof be free from defects in materials or workmanship and conform to the specifications included in the quotation, order confirmation or contract. Seller's obligation set forth herein shall apply only to failures to meet the foregoing warranties occurring during the Warranty Period (as hereinafter specified), of which Seller is given written notice not later than eight (8) days from the date of such occurrence or, where the defect is such that it may cause damage, immediately, such notice containing a description of the defect.

Unless expressly otherwise agreed in writing, the Warranty Period is thirty-six (36) months from the date of the delivery thereof into the custody of the first carrier. If the daily use of the Product exceeds that which is agreed, the Warranty Period shall be reduced in proportion to such excessive use. Batteries are covered under twelve (12) months warranty.

When a defect in a part of a Product has been remedied, Seller shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of thirty-six (36) months from the date of the delivery thereof to the first carrier. The duration of the Warranty Period for the remaining parts of the Products shall not be extended thereby.

If any Product or part thereof fails to meet the foregoing warranties, Seller shall, on receipt of the Customer's notice in writing, without undue delay, at its option, either deliver a replacement of the defective Product or part CIP Customer's premises (Incoterms 2020), or repair the Product or part in question by the Customer therefor, provided that such Product or part is made available to Seller DDU Seller's premises (Incoterms 2020) or as may be otherwise specified by Seller. Defective parts which have been replaced shall become Seller's property.

Unless expressly otherwise agreed, Seller is not obliged to carry out dismantling or reinstallation of any part.

If the Customer has given notice as described above and no defect is found for which Seller is liable, Seller shall be entitled to compensation for the costs it has incurred as a result of the notice. Seller is not liable for defects arising out of materials provided by or a design stipulated or specified by the Customer. Seller is liable only for defects that appear under the conditions of operation provided for in the contract and under proper use of the Products.

Seller's liability does not cover defects caused by faulty maintenance, incorrect installation or faulty repair by the Customer, or by alterations carried out without Seller's consent in writing. Further, Seller's liability does not cover normal wear and tear or deterioration.

If Seller does not fulfil its obligation to deliver a replacement or to repair a defective part in accordance with what is stated above without undue delay from its receipt of the Customer's notice in writing, description of the defect and the defective part, the Customer may, by written notice, fix a final time, not less than four (4) weeks, for completion of Seller's obligations. If Seller fails to fulfil its obligations within such final time, the Customer may itself undertake or employ a third party to undertake necessary remedial works at the risk and expense of Seller. Where successful remedial works have been undertaken by the Customer or a third party, reimbursement by Seller of reasonable costs incurred by the Customer shall be in full settlement of Seller's liabilities for the said defect.

Where the defect has not been successfully remedied as aforesaid,

- a) the Customer is entitled to a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstance shall such reduction exceed 7 % of the purchase price, or
- b) where the defect is so substantial as to significantly deprive the Customer of the benefit of the contract, the Customer may terminate the contract by written notice to Seller. The Customer is then entitled to compensation for the direct loss it has suffered up to a maximum of 7 % of the purchase price.

Notwithstanding the above, with respect to defects in the software contained in the Products, the terms of the respective software license shall apply.

Limitation of Liability

The above mentioned provisions and those of the respective software license set forth the exclusive remedies for claims based upon defects in or nonconformity of the Products supplied by Seller, whether the claim is in contract, warranty, tort (including negligence) or otherwise. What is stated herein is in lieu of all other warranties, whether oral, written, express, implied or statutory. No implied or statutory warranties of merchantability or fitness for particular purpose shall apply. In particular, except as expressly otherwise stated herein, Seller shall have no liability for any cost, expense, loss or damage, whether direct or indirect and whether consequential or not.