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## **MANUFACTURER WARRANTY**

The Warranty on the Goods shall be limited to the warranty provided by the Manufacturer and Marinsa does not and shall not provide any warranties beyond what is provided by the Manufacturer; nor shall Marinsa be responsible for any claims, damages, defects, or repairs in the event any warranty claims are delayed or denied, in whole or in part, by the Manufacturer or otherwise not handled by Manufacturer to Buyer's satisfaction. Although Marinsa may assist Buyer in processing any Manufacturer warranty claims, subject to the conditions and procedures set forth below, Buyer understands and acknowledges (as more fully set forth below) that Marinsa shall not assume any responsibility in the event any such claim is delayed or denied and Buyer hereby agrees to hold Marinsa harmless from and against any claims, damages or other liabilities resulting from any such delayed or denied claim.

### **Warranty Claim Conditions and Procedures:**

1. To minimize the probability of a claim being denied, Buyer must follow the Original Equipment Manufacturer ("OEM") guidelines and repair standards, and any other terms and conditions set forth in the attached warranty.
2. All Warranty claims shall be processed through Marinsa. In order to initiate a claim, Buyer must visit [www.marinsa.com](http://www.marinsa.com), and provide the information requested. All claims must be submitted within the time frame required by the Manufacturer.
3. Marinsa shall, within a reasonable time of receipt of the claim, submit the claim to the Manufacturer and assist Buyer in providing the Manufacturer with any additional documents or information Manufacturer requests.
4. All repairs approved by Manufacturer shall be conducted by Marinsa. Buyer understands and agrees that all such repairs shall be covered solely by the attached Warranty and that Marinsa is not, by virtue of making such repairs, extending any additional warranties or assuming any liabilities in connection with the repairs or the Goods.
5. Buyer acknowledges and understand that Marinsa does not and cannot guarantee that any claim submitted hereunder will be approved. In the event a claim is denied, Buyer's sole remedy shall be to take action against the Manufacturer, if any such action is permitted by law. Buyer further understands that nothing herein is meant to represent or imply that Buyer has any rights or remedies, direct or indirect, with respect to the Manufacturer .

### **Limitations and Exclusions of Liability**

In connection with any obligations hereunder, Marinsa shall not be liable under any circumstances and irrespective of the cause of action, for indirect or consequential losses, such as – but not limited to- commercial or economic losses, loss of production, loss of use, loss of revenue, loss of profit, loss and corruption of data, delay and business interruption and other similar causes or losses, whether direct or indirect. Further, Marinsa is not liable for loss of time, loss of employment opportunity to utilize the product or services provided, costs of substituted equipment, towage charges, pollution clean-up costs, docking or diving costs, damage to the Goods, or Buyer property's, demounting or mounting costs or/and costs of sea trials or other tests and inspections.