

Sealite Limited Certificate of Warranty (Buoy)

Activating the Warranty

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

SPX AtoN will repair or replace your buoy product in the event of failure for a period of up to twelve months (small buoy products less than 1500 mm diameter) and a period of up to five years (large buoy products 1500 mm diameter and larger) from the date of purchase. The unit must be returned to SPX AtoN freight prepaid.

Warranty Terms

1. SPX AtoN warrants that any rotationally-moulded buoy products ("Buoy Products") will be free from defective materials and workmanship under normal and intended use and in accordance with SPX AtoN's published guidelines, subject to the conditions hereinafter set forth, for a period of twelve (12) months for small buoy products up to under 1500mm diameter, and for a period of five (5) years for large buoy products including and over 1500mm in diameter from the date of purchase by the original purchaser (excluding the consumables such as Anodes). SPX AtoN's published guidelines include but not limited to information contained in installation manuals, technical specifications and other communications.
2. SPX AtoN warrants that any ancillary products and accessories (e.g. Mooring Pin, Mooring Sleeve, Roller Pin, Chains & Shackles, Sinkers, Synthetic Moorings etc.), not mentioned in other clauses in this section, will be free from defective materials and workmanship under normal and intended use, subject to the conditions hereinafter set forth, for a period of twelve (12) months from the date of purchase by the original purchaser subject to satisfactory installation in accordance with industry best practice. Chain and Synthetic moorings need to be inspected at minimum intervals of twelve (12) months. SPX AtoN is not responsible for moorings when configured by the customer.
3. SPX AtoN will repair or replace, at SPX AtoN's sole discretion, any Buoy Products found to be defective in material and workmanship in the relevant warranty period so long as the Warranty Conditions (set out below) are satisfied.

Warranty Conditions

This Warranty is subject to the following conditions and limitations:

1. The warranty is applicable to buoys manufactured from 1/1/2009.
2. The warranty is void and inapplicable if:
 - a) the product has been used or handled other than in accordance with the instructions in the owner's manual and any other information or instructions provided to the customer by SPX AtoN;
 - b) the product has been deliberately abused, or misused, damaged by accident or neglect or in being transported; or
 - c) the defect is due to the product being repaired or tampered with by anyone other than SPX AtoN or authorised SPX AtoN repair personnel.
3. The customer must give SPX AtoN notice of any defect with the product within 30 days of the customer becoming aware of the defect.
4. No modifications to the original specifications determined by SPX AtoN shall be made without written approval of SPX AtoN.
5. Connecting hardware provided by SPX AtoN should be positively secured in accordance with industry best practice, IALA guidelines or local governing authority recommendations. SPX AtoN's standard procedure is to weld the entire circumference of shackle bolt-head and nut. In some circumstances, cotter pins should be replaced with solid rod bent to 90 degrees at both ends.
6. The product must be packed and returned to SPX AtoN by the customer at his or her sole expense. SPX AtoN will pay return freight of its choice. The customer must contact the local SPX AtoN representative and obtain a Return Material Authority (RMA) number. All returned product must be accompanied by an RMA number. SPX AtoN is unable to process warranty claims for the goods returned without the RMA number. On receipt of the product, SPX AtoN will assess the product and advise the customer as to whether the claimed defect is covered by this warranty. SPX AtoN reserves the right to charge for our costs when a warranty is claimed but no defect can be found.
7. SPX AtoN reserves the right to modify the design of any product without obligation to purchasers of previously manufactured products and to change the prices or specifications of any product without notice or obligation to any person.
8. This warranty does not cover any damage or defect caused to any product as a result of lack of maintenance, water flooding, sand storm or any other acts of nature
9. There are no representations or warranties of any kind by SPX AtoN or any other person who is an agent, employee, or other representative or affiliate of SPX AtoN, express or implied, with respect to condition of performance of any product, their merchantability, or fitness for a particular purpose, or with respect to any other matter relating to any products.

Limitation of Liability

To the extent permitted by acts and regulations applicable in the country of manufacture, the liability of SPX AtoN under this Warranty will be, at the option of SPX AtoN, limited to either the replacement or repair of any defective product covered by this Warranty. SPX AtoN will not be liable to Buyer for consequential damages resulting from any defect or deficiencies.

Limited to Original Purchaser

This Warranty is for the sole benefit of the original purchaser of the covered product and shall not extend to any subsequent purchaser of the product.

Miscellaneous

Apart from the specific warranties provided under this warranty, all other express or implied warranties relating to the above product is hereby excluded to the fullest extent allowable under law. The warranty does not extend to any lost profits, loss of good will or any indirect, incidental or consequential costs or damages or losses incurred by the purchaser as a result of any defect with the covered product.

Warrantor

SPX AtoN has authorised distribution in many countries of the world. In each country, the authorised importing distributor has accepted the responsibility for warranty of products sold by distributor. Warranty service should normally be obtained from the importing distributor from whom you purchased your product. In the event of service required beyond the capability of the importer, SPX AtoN will fulfil the conditions of the warranty. Such product must be returned at the owner's expense to the SPX AtoN factory, together with a photocopy of the bill of sale for that product, a detailed description of the problem, and any information necessary for return shipment.