

Warranty Information

Limited Warranty

This Limited Warranty (the "Warranty") covers all Vector GPS Compass products & accessories (the "Equipment") sold by ComNav Marine Ltd. ("ComNav").

LIMITED ONE YEAR WARRANTY

ComNav warrants to the Purchaser, provided that the recommended installation and maintenance procedures set forth in the manual (the "Manual") that has been provided with the Equipment have been followed, and subject always to the other provisions of this Warranty, that the Equipment is free from defects in workmanship and materials under normal use and service for a period of one (1) year from the date of purchase of the Equipment by the Purchaser.

EXCLUSIONS

This Limited Warranty is null and void if:

1. The serial number of the Equipment has been removed, altered or mutilated;
2. Any of the anti-tamper seals covering case-screw holes, or other mechanisms for opening the Equipment's case, have been removed, broken or otherwise tampered with;
3. There are any defects in it, or damages to it, caused by:
 - a. Faulty installation or hook-up of the Equipment;
 - b. Abuse, misuse, or any use of the Equipment in violation of the instructions set forth in the Manual;
 - c. Shipping, alterations, or incorrect and/or unauthorized service;
 - d. Accident, exposure of the Equipment to excessive heat, fire, lightning or other electrical discharge, or water immersion;
 - e. Water damage due to failure to fully fasten the plug connected into the Equipment's power/signal receptacle;
 - f. Improper or inadequate ancillary or connected equipment.

OTHER LIMITATIONS AND EXCLUSIONS

1. ComNav does not warrant or guarantee the precision or accuracy of positions, heading, or other GPS-based navigation data obtained when using the Equipment. The potential accuracy of the Equipment, as stated in the Manual, associated ComNav literature and/or Product specifications, provides only an estimate of the highest achievable accuracy based on:
 - a. Specifications provided by the US Department of Defence for GPS Positioning;
 - b. GPS Receiver specifications provided by the OEM manufacturer;
 - c. DGPS service provider performance specifications.
2. The Equipment is not intended for primary navigation or for use in safety of life applications; ComNav does not warrant or guarantee that the Equipment will perform in accordance with the requirements of such usage;
3. ComNav reserves the right to modify the Equipment without any obligation to notify, supply or install any improvements or alterations to existing Equipment.

NO OTHER WARRANTIES

THE FOREGOING WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL OR IMPLIED, ARISING BY STATUTE OR OTHERWISE, WITH RESPECT TO THE DESIGN, SALE, INSTALLATION OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR THE ORDINARY PURPOSES FOR WHICH THE EQUIPMENT IS USED OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER OBLIGATIONS ON THE PART OF COMNAV, ITS EMPLOYEES, SUPPLIERS, AGENTS, OR REPRESENTATIVES.

LIMITATION OF LIABILITY

THE EXTENT OF COMNAV'S LIABILITY FOR DAMAGES OF ANY NATURE TO THE END PURCHASER OR ANY OTHER PERSON OR ENTITY WHETHER IN CONTRACT OR TORT, AND WHETHER TO PERSONS OR PROPERTY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE COST OF CORRECTING THE DEFECT IN THE EQUIPMENT OR, AT COMNAV'S OPTION, THE COST OF REPLACING THE DEFECTIVE ITEM. IN NO EVENT WILL COMNAV BE LIABLE FOR ANY LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF USE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, EVEN IF COMNAV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, COMNAV SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM INSTALLATION, USE, QUALITY, PERFORMANCE OR ACCURACY OF THE EQUIPMENT.

NOTICE OF DEFECT

The Limited Warranty will not apply with respect to any defective Equipment unless written notice of such defect is given to ComNav, by mail to the address for ComNav set forth below, or by facsimile to ComNav at 604-207-8008, and unless that written notice is received by ComNav within ten (10) days of the date upon which the defect first became known to the Purchaser.

Notices sent by mail from within North America will be deemed to be received by ComNav on the seventh (7th) day first following the date of posting. Notices sent by mail from anywhere else in the world will be deemed to be received by ComNav on the tenth (10th) day next following the date of posting. Notices sent by facsimile will be deemed to be received by ComNav on the date of transmission with appropriate answerback confirmation.

REMEDIES NOT TRANSFERABLE

The Purchaser's remedies under this Warranty apply only to the original end-user of the ComNav Equipment, being the Purchaser, and apply only to the original installation of the Equipment. The Purchaser's remedies under this Warranty are not transferable or assignable by the Purchaser to others in whole or in part.

CUSTOMER REMEDIES

1. If the Equipment, or any part thereof, proves to be defective within the warranty period, the Purchaser shall do the following:
 - a. contact ComNav, by phoning 604-207-1600, to discuss the nature of the problem and to obtain return shipping instructions for the defective Equipment;
 - and,
 - b. prepare a detailed written statement of the nature and circumstances of the defect, to the best of the Purchaser's knowledge, and including the date of purchase of the Equipment, the place of purchase, the name and address of the installer, and the Purchaser's name, address and telephone number, all to be sent, along with proof of purchase, to ComNav at the address set out below, and within the time limits set out above for Notice of Defect.
2. If, upon examination by ComNav, the defect is determined to result from defective workmanship or material and if the defect has occurred within the warranty period set forth above, the Equipment or the defective parts thereof shall be repaired or replaced, at ComNav's sole option, without charge, and shall be returned to the Purchaser at ComNav's expense. Return delivery will be by the most economical means. Should the Purchaser require that the Equipment be returned by a faster method, the costs incurred by the faster delivery will be pre-paid by the Purchaser.
3. No refund of the purchase price for the Equipment will be made to the Purchaser unless ComNav is unable to remedy the defect after having a reasonable number of opportunities to do so.
4. Warranty service shall be performed only by ComNav. Any attempts to remedy the defect by anyone else shall render the warranties set forth in this Warranty null and void.

CHOICE OF LAW AND JURISDICTION

This Warranty is governed by the laws of the Province of British Columbia, Canada. If the Purchaser acquired the Equipment outside of Canada, each of the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia, Canada, and further agree to settle any dispute, controversy or claim arising out of or relating to this Limited Warranty, or the breach, termination, or invalidity of it, by arbitration under the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC"). The appointing authority shall be BCICAC [or, if the BCICAC shall cease to exist, the Chief Justice of the Supreme Court of British Columbia]. BCICAC shall administer the case in accordance with BCICAC Rules. There shall be one arbitrator and the place of arbitration shall be Vancouver, British Columbia, Canada.

The United Nations Convention on Contracts for the International Sale of Goods Act, S.B.C 1990, c. 20, and any other statutory enactments of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Warranty.

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WARNING

The Equipment is an aid to navigation only. It is not intended or designed to replace the person on watch. A qualified person should always be in a position to monitor the vessel's heading, and to watch for navigational hazards, and should be prepared to revert to manual steering immediately if an undesired change of heading occurs, if the heading is not maintained within reasonable limits, or when navigating in a hazardous situation.

ALWAYS REMEMBER:

WHENEVER UNDER WAY, A QUALIFIED PERSON ON WATCH IS REQUIRED BY LAW.