

## FURUNO CYPRUS Worldwide Warranty for Deep Sea Commercial Vessels

This warranty is valid for products produced by the company Furuno Electric Co. and sold by Furuno's European Subsidiaries (hereafter referred to as FURUNO).

This warranty is in addition to the customer's statutory legal rights.

### 1. Terms and Conditions of Warranty

FURUNO guarantees that each new Furuno product is the result of excellent materials and workmanship. The warranty is valid for a period of 2 years (24 months) from the date of commissioning by an authorized Furuno dealer.

### 2. FURUNO Standard Warranty

If the installation of the Furuno equipment was not arranged by Furuno Cyprus, then the end customer is entitled to standard warranty.

The standard warranty covers spare parts only. The service is required to be arranged via FURUNO and all costs except spare parts will be charged to the customer.

### 3. FURUNO Deep Sea Additional Warranty

If the installation and commissioning of the equipment is arranged via Furuno Cyprus, then the below additional warranty conditions are included:

- a. 4 Hours on board labor / 2 Hours travel / 100Km-62miles.
- b. The shipping of the necessary spare parts to ship agent, service provider or the end customer's freight forwarder is subject to FURUNO's discretion.

### 4. Warranty Claims

For Standard and Onboard Warranty, simply contact FURUNO with the vessels name, IMO No. and if available, the product's serial number including a description of the problem as accurately as possible.

Warranty repairs carried out without prior notice to FURUNO are not covered under this warranty.

### 5. Warranty Limitations

FURUNO products assist navigation and communication onboard, but under no circumstances can they replace an experienced crew.

When a claim is made, FURUNO has the right to choose whether to repair the product or replace it.

The FURUNO warranty is only valid if the product was correctly installed by an authorized Furuno station and genuine spare parts and consumables have been installed. Problems which result from not complying with the instruction manuals are not covered under this warranty.

Products moved from one vessel to another are not covered by this warranty.

FURUNO's total liability under this Warranty shall be limited to the Price of the Product from supplier that is the subject of the warranty claim.

The following are excluded from this warranty:

- a. Travel time and waiting time.
- b. Custom duties and agent handling costs.
- c. Freight forwarding after initial dispatch.
- d. Underwater equipment including transmitter, transducer, paravane receiver and hull unit.
- e. Routine maintenance, alignment, and calibration services.
- f. Replacement of consumable parts such as fuses, lamps, recording papers, drive belts, cables, protective covers, batteries, etc. Some consumables are warranted for a certain lifetime which can be found in the Operators manual.
- g. Mechanical works, hot works
- h. Damage due to connection of external faulty or non-compliant equipment
- i. Magnetrons and MIC's with more than 1000 transmitting hours or older than 12 months, whichever comes first.
- j. Costs caused by replacement of transducers and antennas (e.g. Crane, docking or diver etc.).
- k. Sea trials
- l. Products repaired or altered by anyone other than FURUNO or a FURUNO certified service provider.
- m. Products on which the serial number is altered, defaced, or removed.
- n. Malfunctions resulting from an accident, negligence, misuse, improper installation, vandalism, or water penetration.
- o. Damage resulting from a force majeure situation or likewise.
- p. Shipping damage
- q. Software updates, except when judged necessary by FURUNO.
- r. Furuno shall not bear under this Warranty any expenses, including but not limited to, duties, taxes, customs, warehouse, ferries, launch, taxi, public transportation, tolls, lodging, and meals.

## B. SERVICE

### 1. General

FCY guarantees an excellent quality of service. This is achieved by maintaining a very high level of competency among its technical staff through means of continuous training and improvement. For its customers, FCY is the focal point of contact among a worldwide network of approved and certified Furuno service providers.

### 2. Procedure

Services can be carried out in those countries where FCY itself or the service stations of FURUNO worldwide service network are present. FCY based on accumulative experience of this service network, can make recommendations to customers depending on the problem at-hand.

A written notification must be made in advance with adequate information before any transportation, shipment, travel, or service on board can commence. The customer is obliged to do everything reasonable within its power to support FCY to arrange and execute the requested service on board.

Attending service agents are authorized to use spare parts more than the initial estimation/quotation up to the amount of 1.500,00 euros. In case there is a need to exceed this amount, FCY must be contacted and a final written approval from customer must be obtained and passed to the service agent via FCY or directly via vessel's Captain in written prior to any action. Same applies for any changes to the specifications/scope of work of the service agent after customer request. A prior FCY written consent is needed to be implemented in a revised contract/agreement. The charges related to such changes/modifications to the original contract may result in an equitable and/or extension of service time. If the parties do not agree on a price increase in relation to such changes / modifications and FCY decides to continue service to avoid delays, the customer agrees to bear the cost of the additional work's value.

If equipment performance is not materially and adversely affected, FCY holds the right to modify-alter the materials/spares supplied for the service to another design/specification or substitute ones without prior notification to customer if price of same is equal or less to the initial agreed.

FCY only reserves the right to determine the total number of engineers required for a service job considering technical, time and safety constraints.

Time for the provision of services given by FCY is an approximate time estimation unless it has been otherwise specifically agreed in writing among interested parties. If for any reason FCY is unable to meet the time demands among interested customers, FCY holds the right to allocate provision of service in such a way without consequences whatsoever.

Allocation of service engineers is based upon approximation of vessel schedule and relative ETA/ETS on a plus/minus 2days consideration. If vessel's schedule changes beyond these days limit without prior notice from customer and FCY is rendered unable to conduct service, then FCY will in no case become liable. When an initial date for service is set, the customer can revise this date up to three times. If this limit is exceeded the engineer allocated for the service will become chargeable for the normal working hours of the delay per day as per standard FCY rates calculated for the excess days.

### 3. Limitations

Service support limitation applies for any areas/ports where there is reign or developed danger of war, civil war, riots, terrorism or piracy or where violent storms etc. that do not allow service attendance without endangering the attending engineer. The same applies for cases where access to the equipment to be serviced is not secured or safe. In this case FCY is entitled to cancel service without prior notice and bear no consequences whatsoever.

Customers are obliged to provide PPE to attending service engineers if requested and facilitate a safe working environment. Customers are also obliged to inform attending engineer and/or FCY in written regarding special security conditions at specific ports/terminals/vessels.

Any dispute/claim regarding the service job must be done within 30days after invoicing of same and only in written. In all other cases dispute/claim will be considered as closed and FCY will bear no responsibility whatsoever

If the service is conducted through FCY coordination team, then spare parts used hold a 6-month warranty. Part replacement will be provided from FCY/FEBV/FEC warehouses exclusively. The warranty period commences from the invoice date and doesn't extend to the labor hours for repair. If service is conducted by a global network service agent or a third party or by crew and spares are required to be sent from FCY prior or during the service, then if these spares are used or their packing opens, then same cannot be returned to FCY. Customer has the right to send back unused spares- in closed packing only- under a 25% restocking fee on the sales price and only within 4months after dispatch from FCY.

In case FCY conducts a service coordination, its obligations are: Locate available technician and spare parts for the service attendance, provide customer a quotation based on local service provider estimations and overall condition of equipment, order the service upon customer's acceptance, provide customer with the contact details of the attending service agent and/or service engineer, communicate between service provider and customer only (and not with other parties-ex. local agents), invoice customer with FCY coordination fees on top of the service provider invoice. In case service is very urgent and e-mail exchanges cannot be affected due time limitations, then the straight order by customer provides that the invoice from the service provider will be charged to customer without further negotiation or dispute. In case customer cancels a service but spare parts are already dispatched by local service station or from FCY premises or service engineer has commenced travelling, then FCY has the right to charge cancellation fees equal to the expenses done by the local service station or by FCY plus the FCY coordination fees as per standard current tariff.

### 4. Liability

In case of misleading or wrong initial information, FCY will bear no responsibility if the service is not successful. Furthermore, spares recommendations from FCY side before attendance are not binding since no one can determine the problem better than the attending service engineer on-board. In any case engineer time is always chargeable regardless of the service outcome since services are not conducted on the principle: 'No Cure – No Pay.'

In case spares are transported by FCY attending service engineer, FCY will not be liable and will not bear any further possible duties (tax, customs, fines etc.) that may occur during engineer travel and have to do with these spares at-hand.

In the event of damage or loss to equipment due to improper execution of any handling, maintenance or work carried out by a customer or a third (non-authorized) party, FCY will in no case become liable. Furthermore, FCY shall bear no liability whatsoever for any consequence of a breakdown or failure of the equipment to which FCY or their Service Provider rendered any service including inspection, repair, or replacement hereunder or for any consequent loss, off-hire, arrest or other expense or damage thereof sustained by customer concerning the vessel and equipment. FCY's maximum liability shall not in any case exceed the sales price of the product claimed to be defective.