

## WÄRTSILÄ VOYAGE NAVIGATION WARRANTY CONDITIONS

### 1. Definitions

“**Certified Service Engineer**” means a service engineer appointed and authorized by the Supplier.

“**Customer**” means a contracting party which purchased the Products directly from the Supplier.

“**Distributor**” means a third party authorized by the Supplier to distribute and/or resell the Products.

“**End-user**” means an individual who is authorized by the Customer to use/operate the Product(s).

“**Hardware**” means Navigation Hardware supplied by Wärtsilä.

“**Products**” means Navigation Hardware and/or Software supplied by Wärtsilä.

“**Software**” means the Chart Data and Application Products supplied by Wärtsilä.

“**Navigation**” means Navigation System that covers legacy non-FOS ECDIS and Navi-Radar products.

“**Navigation Warranty Conditions**” means terms and conditions contained in this document.

“**Supplier**” means Wärtsilä Voyage Oy (a company registered in Finland with company number 3321046-9 whose registered office is at Hiililaiturinkuja 2, 00180 Helsinki) or such other Supplier’s Affiliate which is party to the Contract.

“**Supplier’s Affiliate**” means any other company within the Wärtsilä group of companies which is a subsidiary or holding company from time to time of Wärtsilä Voyage Oy, and any subsidiary from time to time of a holding company of Wärtsilä Voyage Oy.

“**Supplier’s GTCs**” means Supplier’s General Terms & Conditions of Sale (as may be amended from time to time) available at <https://go.wartsila.com/voyage-services>

### 2. Scope and Application

#### 2.1. Scope

Navigation Warranty Conditions are additional to and should be read in conjunction with Supplier’s GTCs and are applicable only to Navigation Products. In case of any inconsistency between Supplier’s GTCs and these Navigation Warranty Conditions, with regard to Navigation Products, these Navigation Warranty Conditions shall prevail.

These Navigation Warranty Conditions are not transferable and apply only to Customers who purchase Product(s) directly from the Supplier. For the purpose of these Navigation Warranty Conditions Distributors are considered to be Customers as applicable.

In addition to the warranty limitations set forth in section 12(c) of Supplier’s GTCs, Supplier shall not be liable for the Products’ failure to comply with the warranty set out in these Navigation Warranty Conditions in the event the Customer and/or End-user(s):

- **Expose Product(s) to any liquids, including but not limited to tea, coffee, juices, soft drinks or chemical cleaners;**
- **Expose Product(s) to fire, or to temperatures that exceed the normal operating conditions specified for the Product(s);**
- **Expose Product(s) to improper or insufficient ventilation by obstructing ventilation holes, fans etc, or by mounting the Product in such a way that proper ventilation cannot be achieved;**
- **Expose Product(s) to incorrect line voltages, voltage spikes, or use incorrect fuses;**
- **Replace whole or part of a Product and/or components of a Product with parts not specified, approved or certified by the Supplier or its sub-suppliers or licensors, without prior written approval of the Supplier;**
- **Expose Product(s) to violent movements, excessive vibration or any situation which results or may result in damage to the Product(s);**
- **Connect Product(s) to any type of storage device or data media that contains a virus or other malware that can damage Product(s). It is the Customer’s obligation to check prior to connecting the Product that any such device or media does not contain any virus or malware;**
- **Install any applications or software on Product(s) other than those provided or approved in writing by the Supplier, without prior written approval of the Supplier.**

## 2.2. Application

### 2.2.1 Customers

In cases where the Customer has purchased a Product via a Distributor, the Customer must raise any and all warranty claims directly with the Distributor.

### 2.2.2 Distributors

Supplier provides the Distributor, for the benefit of the Customer, with a hardware warranty of (a) 12 months from the date of Customer acceptance, or (b) 18 months from date of sale, which ever expires earlier.

Any Distributor's Customers' warranty claims must be handled by the Distributor.

Should the Distributor wish for the Supplier to perform warranty repair/replacement, the Supplier's standard free of charge (FOC) warranty service offer ("Supplier's FOC Warranty Service") will consist of the following:

- **4 hours Labour,**
- **2 hours Travel Time**
- **Up to 100 Km travel distance**

All costs and expenses related to the Supplier's warranty service in excess of the Supplier's FOC Warranty Service, including but not limited to labour and travel costs, will be invoiced by the Supplier to the Distributor IAW the regions Published Service Rates.

## 3. Hardware Warranty

Except as set forth in this section 3, all warranties, conditions and representations with regard to the Hardware, whether express or implied under law, statute, trade usage or otherwise, are expressly excluded:

3.1 Having identified a suspected defect in the Hardware, subject to the warranty conditions set forth in clause 12(a) of the Supplier's GTCs, the Customer must contact Supplier's customer support [[voyage.support@wartsila.com](mailto:voyage.support@wartsila.com)] to receive a Return Material Authorisation (RMA) number prior to the return of the defective Hardware. Any defect in the Hardware must be clearly described in writing in the RMA form.

3.2 Supplier shall not be liable for the Hardware's failure to comply with the warranty set out in clause 12(c) of the Supplier's GTCs, as well as any other circumstances of any nature which are beyond Supplier's reasonable control, including but not limited to inadequate or faulty servicing, insufficient lubrication or fuel, improper or unauthorised repairs effected by the Customer or spare parts - other than Supplier's original spare parts - being fitted to the Hardware, as well the Hardware being damaged as a result of a failure of equipment not supplied by the Supplier.

3.3 As per clause 12(b) of the Supplier's GTCs, Supplier's exclusive obligation with respect to nonconforming Hardware shall be, at Supplier's option, to replace or repair the Hardware free of charge. Such free replacement and/or repair does not however include freight charges to Supplier's facility, insurance costs or duty charges, nor the cost of measures for searching for a defect, dismantling the defective part or installing the replacement part including without limitation Supplier's Certified Service Engineers' accommodation and travel expenses.

3.4 The replaced or repaired Hardware in all cases where technically possible will be pre-configured to ensure direct exchange replacement. Installation of replaced or repaired Hardware shall in the first instance be managed by the Customer with instructions and support from Supplier's Service department. At Supplier's sole discretion a Certified Service Engineer can be appointed to be included in the Hardware installation process in which case the Supplier will cover such costs as specified in **Schedule 1**. Where the attendance of a Supplier's Certified Service Engineer for installation of replaced or repaired Hardware is requested by the Customer, the costs of the associated service shall be borne by the Customer.

**Schedule 1**

	<b>Marine Navigation systems</b>
<b>Working time</b>	Max 4 hrs at Supplier's expense
<b>Travel time</b>	Max 2 hrs at Supplier's expense
<b>Travel Cost</b>	Max 100 km at Supplier's expense
Freight to Supplier's Service Centre of Excellence	At Customer's expense
Freight to Customer	At Wärtsilä' expense

3.5 The Customer shall return to Supplier, carriage paid, all replaced defective Hardware and/or its parts, and the returned Hardware, and/or its parts become Supplier's property upon receipt. Risk of damage or loss in transit are to be borne by the Customer. Notwithstanding the conditions set forth in clause 12(e) of the Suppliers GTCs, the Supplier warrants that the replaced or repaired Hardware to be free from defects in material and workmanship for a period of the lesser of: (i) one hundred (100) calendar days from the return shipping date; or (ii) the period of time remaining on the original warranty.

3.6 The defective Hardware shall be returned the Supplier's address specified in the RMA within the applicable warranty period and not less than thirty (30) days from the date that RMA has been approved by Supplier. It is recommended to return the defective Hardware in its original packing. All accessories such as cables, connectors, manuals etc. not used in the installation shall be enclosed with the Hardware being returned.

3.7 Any Hardware which has been returned without Supplier's authorisation or in a manner which does not meet the requirements stated in these Navigation Warranty Conditions, will be returned to Customer, at Customer's expense, without any warranty services performed.

3.8 Except for the express warranties stated in the Suppliers GTCs and these Navigation Warranty Conditions, to the maximum extent permitted by applicable law, Supplier hereby disclaims all other representations and warranties with regard to the Products, whether express or implied, whether by statute, common law or otherwise, including, but not limited to, any implied conditions, warranties or other terms as to satisfactory quality, merchantability, fitness for a particular purpose, accuracy, completeness, operability and interoperability, and noninfringement of third party rights, and disclaims any and all representations and warranties with regard to any consumable products supplied with the Product(s) such as batteries and radar magnetrons, whether express or implied, whether by statute, common law or otherwise, including, but not limited to, any implied conditions, warranties or other terms as to satisfactory quality, merchantability, fitness for a particular purpose, accuracy, completeness, operability and interoperability, and noninfringement of third party rights.

**4. Software**

4.1 All use of the Software is subject to Customer's compliance with the terms and conditions of Supplier's End User License Agreement (the "EULA") (available at <https://go.wartsila.com/voyage-services> or such other web (or such other web page that may be used from time to time), or upon request, or provided by Supplier).

4.2 Supplier warrants that the Software shall not contain any material non-conformance with Supplier's Specification for such Software for a period of one (1) year after the date of dispatch of a copy of such Software to the Customer. During the warranty period, at Supplier's sole discretion a Certified Service Engineer can be appointed to be included in the Software installation process where in which case the Supplier will cover such costs as specified in Schedule1.

4.3 If Supplier receives written notice of substantial non-conformance with branded Software specifications during the warranty period, and Supplier is given a reasonable opportunity of examining such Software, the Supplier's sole obligation and Customer's sole remedy will, at Supplier's option, be a refund, repair or replacement the affected Software by the Supplier.

4.4 Non-conformity of the Software shall be reported to the Supplier in such a format that will allow the Supplier to verify, diagnose and correct such non-conformity.

4.2 The warranty set forth above shall not apply to any Software which has been modified, repaired or altered, except by the Supplier, or which has not been maintained in accordance with any operation instructions supplied by Supplier, or which has been subjected to misuse, abusive use, negligence or accidents.

4.3 The warranty set forth above applies only to Software installed on the Hardware in accordance with the Supplier's Specification(s) and requirements.

## 5. Charts

**WARNING:** THE FOLLOWING WARNING APPLIES ONLY TO THE CHART SOFTWARE INCORPORATED WITHIN SUPPLIER'S TX-97 AND ANY OTHER NON-OFFICIAL CHART COLLECTIONS: NO NATIONAL HYDROGRAPHIC OFFICE HAS VERIFIED THE INFORMATION CONTAINED IN THE CHART SOFTWARE AND NONE ACCEPTS LIABILITY FOR THE ACCURACY OF REPRODUCTION OR ANY MODIFICATION MADE THEREIN. CHART SOFTWARE IS NOT INTENDED AS A SUBSTITUTE FOR OFFICIAL GOVERNMENTAL CHARTS AND DOES NOT NECESSARILY CONTAIN THE LATEST CHART CORRECTIONS. CHART SOFTWARE SHOULD ALWAYS BE USED IN CONJUNCTION WITH UPDATED GOVERNMENT PAPER CHARTS AND NOTICES TO MARINERS. CHART SOFTWARE IS ONLY A NAVIGATIONAL AID AND IS NOT A SUBSTITUTE FOR ANY NAVIGATIONAL EQUIPMENT THAT MAY BE REQUIRED UNDER APPLICABLE REGULATIONS OR LAW. CHART SOFTWARE IS NOT FAULT-TOLERANT AND SHOULD NOT BE RELIED UPON FOR PERSONAL SAFETY OR FOR ANY PURPOSE REQUIRING PRECISE MEASUREMENT OF DIRECTION, DISTANCE, LOCATION OR BATHYMETRY AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS IN WHICH THE FAILURE OF THE CHART SOFTWARE COULD LEAD DIRECTLY OR INDIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. USE OF THE CHART SOFTWARE IS ENTIRELY AT CUSTOMER'S OWN RISK.

**WARNING:** CHART SOFTWARE AND RELATED SOFTWARE APPLICATIONS ARE NOT INTENDED FOR NAVIGATION OR FOR NAVIGATIONAL USE AND SHOULD NOT BE RELIED ON FOR SUCH PURPOSE. IN NO EVENT SHALL SUPPLIER OR ITS LICENSORS HAVE ANY LIABILITY ARISING OUT OF ANY NAVIGATIONAL USE OF SUCH SOFTWARE. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR THE USE OF ANY INFORMATION OR GUIDANCE CUSTOMER OBTAINS USING SUCH SOFTWARE.

**WARNING:** SUPPLIER DOES NOT WARRANT THAT CUSTOMER'S USE OF THE CHART SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CHART SOFTWARE AND/OR THE INFORMATION OBTAINED BY CUSTOMER WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT THE SAFE VOYAGE PLANNING AND NAVIGATION OF A VESSEL IS DEPENDENT ON HUMAN SKILL AND JUDGEMENT AND IS THE RESPONSIBILITY OF THE RELEVANT PERSONNEL RESPONSIBLE FOR SUCH TASKS.

**WARNING:** SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

## 6. Limitation of liability

Notwithstanding clause 17(d) of Supplier's GTCs, Supplier's total liability to Customer in respect of all other losses arising under or in connection with the Product(s), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the net invoice price of the Product(s).

SUPPLIER SHALL NOT BE RESPONSIBLE AND SUPPLIER SPECIFICALLY DISCLAIMS LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.