



# BOATSECURE DEVICE WARRANTY

## New Zealand

Your BoatSecure product is warranted, when properly installed by an authorised installer, and operated according to the provided instructions, to be free from defects in materials or workmanship for two years, from the date the product was purchased by the first retail customer. This warranty applies to the original retail purchaser only and is not transferable. This warranty only applies to products purchased from BoatSecure or from an authorised BoatSecure reseller. Within this period, BoatSecure will, at its sole discretion, repair or replace any components which fail in normal use, or provide a replacement product. Repairs or replacement will be made at no charge for parts or labour, provided that the customer shall be responsible for any transportation costs. This warranty does not cover failures due to abuse, misuse, accident, improper installation, unauthorised alterations or repairs, shipping damage, wear and tear, or corrosion.

This warranty will not apply if the product's external housing has been opened without authorisation, the serial number or other labels have been removed or altered, or the specified input voltage has been exceeded. Visible signs that component damage is due to excessive voltage will not be covered by warranty repair.

BoatSecure retains the exclusive right to repair or replace the unit at its sole discretion. In the event BoatSecure chooses to replace the unit it may be replaced with a factory reconditioned unit or a new unit at its sole discretion. Where a replacement is provided the original product becomes the property of BoatSecure and the warranty will continue from the original purchase date.

This warranty applies only to products supplied new to you by BoatSecure or an authorised Reseller and you have not bought the product for resale.

This warranty is in addition to all other rights available to the consumer under any applicable statute and your statutory rights are not affected by this warranty.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOATSECURE'S CUMULATIVE LIABILITY FOR ALL CLAIMS OF ANY NATURE RELATED TO THE DEVICES AND DOCUMENTATION OR OTHERWISE ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF DEVICE FEES THAT THE RESELLER HAS ACTUALLY PAID UNDER THIS AGREEMENT. NEITHER BOATSECURE NOR ANY OF ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR FOR ANY LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF DATA OR LOSS OF USE ARISING OUT OF THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE DEVICES, EVEN IF BOATSECURE HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL BOATSECURE BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR SHOULD HAVE BEEN DISCOVERED.