

12 WARRANTY CONDITIONS

Lofrans" guarantees that in a normal use and by meeting the maintenance programmes, the anchor windlass is covered by a warranty for a period of **3 years** from the date of purchase by the ultimate user, subject to the conditions, limitations, and exceptions listed hereunder. Any product that proves to be defective in a normal use during this period will be repaired or replaced at the choice of Lofrans".

12.1 Conditions and limits

- Lofrans" liability will be limited to the repair or replacement of all parts of the product that show material or processing defects.
- Lofrans" is not liable for the wrong choice of the anchor windlass by the purchaser.
- Lofrans" will not be liable in any whatsoever manner for failures, or any consequent damage deriving from:
 - use of the anchor windlass in an application for which it was not designed or envisaged;
 - corrosion, degradation by UV rays and wear;
 - non-observance of the maintenance plan;
 - wrong or unsuitable installation of the product;
 - any modification or alteration of the product;
 - conditions of use beyond the specifications and the performances of the product:
- Except for different directives given directly by Lofrans", any product subject to a warranty request must be returned to Lofrans", which will analyse the problem.
- The warranty does not cover the accessory costs met for interventions, removal, transport, and installation of the product;
- Maintenance carried out by persons not authorised by Lofrans" will invalidate this warranty;
- The Lofrans' products are intended to be used only in a marine environment. Lofrans" is not liable should these products be used differently.

12.2 Exceptions

The cover under warranty of the following components is limited to a period of one year from the date of purchase by the ultimate user:

- Electric motors and related electric equipment
- Electronic controls
- Hydraulic pumps, valves, and actuators
- Gaskets and seals
- Products used on charter boats.

12.3 Liability

The liability of Lofrans" on this warranty is intended dependant on meeting the regulations and laws in force. Lofrans" is not liable for any other kind, such as:

- Any loss of turnover, advances, or direct or indirect profits, or any other financial loss;
- Damages, costs or expenses payable to third parties;
- Damages to yachts or equipment;
- Death or personal injuries (unless caused by negligence of Lofrans"). Certain States and Countries do not allow the exclusion or limitation of incidental or consequential damages, therefore the aforementioned limitations or exclusions might not be applicable.

12.4 Procedure

Every request for intervention under warranty will be made promptly and in writing by the ultimate user to the local Lofrans' assistance centre.

12.5 Clause of termination

If any whatsoever clause of this warranty will be invalidated by a Judge or other competent authority, the validity of the remaining clauses of this warranty and the rest of the clause in question will not be affected.

12.6 Compliance

This warranty is governed by the laws and in compliance with the Italian Laws or the State or Country in which the ultimate user is domiciled at the time of purchase of the product.

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Lofrans![®] 
WINDLASSES
THE ORIGINAL WINDLASS

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