

## **Westerbeke Corporation One Year Limited Parts and Accessories Warranty July 1, 2004**

*Warranty:* Westerbeke warrants that the enclosed parts and accessories will be free from defects in material, design and workmanship for one (1) year from the date of purchase by the original end user, subject to the general limitations and exclusions set forth below:

*Products Covered:* All Westerbeke, Universal and Rotary Aire original equipment manufacturer's parts and accessories purchased from an authorized Westerbeke products representative.

*General Limitations and Exclusions from Coverage:* Westerbeke is not responsible for the following:

- Misapplications, abuse, improper maintenance, failure to follow installation or operating instructions, failures or damages caused by non-Westerbeke products attached to Westerbeke parts and accessories, and unauthorized alteration, modification or repair.
- Labor, travel or any other expenses related to the repair or replacement of the defective parts or accessories.
- Air freight charges incurred to expedite shipment of repaired or replacement parts or accessories.
- Any and all consequential damages, including but not limited to, loss of use, any expenses or losses resulting from down time such as rental of substitute equipment, lodging, food, transportation, storage, crane or towing expenses, loss of income and damage to other equipment.

*Warranty Service Procedures and Remedies:* Contact Westerbeke Warranty Department, Myles Standish Industrial Park, Taunton, MA 02780, Tel: (508) 823-7677, Fax: (508) 884-9688 for reference to the appropriate Westerbeke representative.

- Failed part(s) may only be replaced by Westerbeke Corporation or one of its representatives (factory, dealer or distributor).
- Proof of purchase is required.
- Failed part(s) are subject to factory inspection and approval prior to repair or replacement under warranty.
- At Westerbeke's election, appropriate repair or replacement of parts and/or accessories will be provided if, upon Westerbeke's or its authorized representative's inspection, the part or accessory falls within the coverage afforded by this warranty.

*Limitation and Exclusivity of Remedy:* Westerbeke's sole liability and the end user's sole remedy for a failure of any part or accessory under this warranty and for any and all other claims arising out of the purchase and use of any Westerbeke part or accessory shall be limited to the repair or replacement of the part or accessory by Westerbeke or its authorized representative under the terms of this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. ANY WARRANTY IMPLIED BY LAW, IS IN EFFECT ONLY FOR THE DURATION OF THE EXPRESS WARRANTY SET FORTH HEREIN. NO REPRESENTATIVE OR PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME FOR WESTERBEKE CORPORATION ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR SERVICE OF ITS PRODUCTS. WESTERBEKE CORPORATION WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE SPECIFIED HEREIN) RESULTING FROM THE INSTALLATION, OPERATION OR USE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.