

7 YEARS WARRANTY AND LIABILITY CONDITIONS

v-en-6 - September 19th, 2016

FullOceans shall remedy any Defect or nonconformity (hereinafter termed "Defect(s)") resulting from faulty design, materials or workmanship detected on rotationally-moulded buoy Products (hereinafter termed "Product(s)"). FullOceans warranty is limited to Defects which appear within a period of 7 (seven) years from the first purchase.

Registration: Upon purchase, the FullOceans warranty must be activated by the end user for recognition of future claims, by filling the FullOceans warranty online registration form within 30 days of the purchase. The FullOceans warranty online registration is available on its website: www.fulloceans.com.

Notice and return: The registered end user shall, within 30 days of becoming aware of the Defect, notify FullOceans in writing of any Defect which appears. The notice shall contain a full description of the Defect including photos. The Product must be returned to FullOceans by the registered end user at his sole expense. All Product shall be accompanied by a copy the purchase invoice issued by FullOceans or one of FullOceans Official Distributor. If the end user fails to notify FullOceans in writing of a Defect within the time limits set forth in the first paragraph, he loses his right to have the Defect remedied. If the end user has noticed FullOceans and no Defect is found for which FullOceans is liable, FullOceans shall invalidate the Defect in writing.

On receipt of the notice FullOceans shall validate or invalidate in writing the Defect notified by the end user. In case the Defect is validated by FullOceans, FullOceans shall remedy the Defect without undue delay. FullOceans has fulfilled his obligations in respect of the Defect when he delivers to the end user a replaced part. The delivery location of the replaced part shall be the same as the one on the initial purchase, if any other agreement is agreed between FullOceans and the end user.

Limitations: FullOceans is liable only for Defects which appear under the conditions of operation provided under proper use of the Product. FullOceans liability does not cover Defects which are caused by faulty maintenance, incorrect lifting or faulty repair, or by alterations carried out without FullOceans consent in writing. FullOceans liability does not cover wearing parts or the consequences of non-replacement of such wearing parts. This limitation of FullOceans liability shall not apply if he has been guilty of gross negligence. The cost of labour for the removal and replacement of defective parts will not, in any case, be at the FullOceans expenses. FullOceans does not guarantee for the consequences of inappropriate use of the Products, noncompliance with instructions for use, use of instruments and materials which are not compatible with the Products or are defective, accidental circumstances, negligent acts, maintenance defaults, normal wear or tear or deterioration, or consequences of force majeure event.

Limitation to Original Purchaser: This Warranty is for the sole benefit of the original end user which has been originally bought the Product. The warranty shall not be extended to any subsequent purchaser.

Liability: FullOceans shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the end user. FullOceans shall not be liable of maintenance or operation Defects (such as installation, servicing, maintenance, adaptation...). Nor shall FullOceans be liable for any damage to Products manufactured by the Purchaser, or to Products of which the Purchaser's Products form a part. If FullOceans incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold FullOceans harmless. If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing. FullOceans and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. FullOceans shall not be liable for Defects consequences. This applies to any loss the Defect may cause including loss of Production, loss of profit and other indirect loss.