

FURUNO HELLAS S.A. WARRANTY & SERVICE TERMS

A. WARRANTY

These warranty terms are valid for products produced by the company Furuno Electric Co. (hereafter referred to as FEC) and are intended to Furuno Hellas S.A (hereafter referred to as FHL) customers

These terms are in addition to the customer's statutory legal rights.

1. Terms and Conditions of Warranty

FEC guarantees that each new FURUNO product is the result of excellent materials and workmanship. Warranty is valid for a period of 2 years (24 months) from the date of the invoicing to the customer or the date of commissioning of the product by a FURUNO approved network service provider, subject to the constraint that commissioning is done within 3 months after the invoicing.

2. FHL Warranty

If the product was installed, commissioned and registered by a certified FURUNO service engineer/dealer, the customer has the right to the warranty. The installation/commissioning report must be delivered to FHL within 30 days after works are completed in order for the warranty to be valid. The FHL Warranty includes:

- Spares supply free of charge
- Free shipping of spare parts up to the international airport of the country where the vessel is located if spares are supplied ex-Japan. If spares are supplied ex-Greece or ex-Local service depot then the shipping cost is not included in the warranty. Any further delivery duties from destination Airport to the vessel (taxes, agents etc.) are undertaken by the customer.
- Working/Labor time on board. Nevertheless, travel/waiting time, travel KM, lounge and other travel expenses are not covered by warranty and will be charged at cost.

3. FHL Warranty Registration

For warranty to be applicable your FURUNO certified service provider will take care of all registrations.

4. Warranty Claims

For the warranty application, customers must contact FHL or the certified dealer where they bought the equipment from. In case the vendor and service depot is different and service has nevertheless to be conducted (urgent cases), then this service will be accepted under warranty on a charge basis. Relative credit note will be issued to the customer on a later stage subject to reconciliation between service depot and vendor and only if the claim is accepted from the vendor side.

At all times, customers need to provide vessel's name, product's serial number and describe the problem as accurately as possible.

Before service attendance full package of suspected spares must be available otherwise warranty does not apply. Suspected spares are defined after FHL technical evaluation and troubleshooting on the description of the problem provided by the customer.

In case of multiple service attendances regarding a product malfunction, warranty claim evaluation is based on the final outcome of the attendances and will be treated overall after problem is rectified.

Repairs carried out by companies/persons other than FURUNO national distributors or FURUNO certified service providers render the warranty void.

Spares supplied ex-Greece under warranty are initially provided on a charge basis. After completion of the service, the receipt and evaluation of the service report, possible return of the defective spares back to FHL and/or to FEC, then FHL will issue a credit note according to the warranty current terms and conditions.

5. Warranty Limitations

FEC products assist navigation and communication onboard, but under no circumstances can replace an experienced crew.

Products moved from one vessel to another are not covered by this warranty unless dismantling and installation is carried out by an authorized service depot under FHL coordination.

FHL warranty is only valid if the product was correctly installed and used. Therefore, it is necessary for the customer to comply with the instructions in the maker's instruction manuals. Damages that result from misuse/non-proper operation or by installation/commissioning mistakes of the shipyard are not covered under this warranty. Same applies if maintenance or works are carried out by customer or a third (non-authorized) party and result in a defective product.

Furthermore FHL is not liable for any damages or any consequence of a breakdown or failure of the equipment to which FHL or their Service Provider rendered any service including inspection, repair or replacement hereunder or for any consequent loss, off-hire, arrest or other expense or damage thereof sustained by customer concerning the vessel or third party by using a defective FEC product. FHL's maximum liability shall not in any case, exceed the sales price of the product claimed to be defective.

The following are excluded from this warranty:

- a. Underwater equipment/gears including but not limited to transducers and other hull units
- b. Routine maintenance, alignment, calibration, retrofitting software upgrades not required by functionality
- c. Replacement of parts such as fuses, lamps, carbon brushes, recording papers, drive belts, fans, cables, protective covers, batteries, whip antennas, HDDs after life span expiration, etc. or other parts that are described as consumables in the makers manuals
- d. Magnetrons with more than 1000 transmitting hours or older than 12 months, whichever comes first
- e. Monitors with less than 4 defective pixels
- f. Damages caused by negligence of crew or third party employees (e.g. terminal crane, docking, divers etc.)
- g. Products repaired or altered by anyone other than the FURUNO national distributor or a certified service provider
- h. Products on which the serial number is altered, defaced or removed
- i. Malfunctions resulting from an external accident, water ingress, thefts, looting, vandalism, fluctuation of on-board power supply by more than 10% and other external influences
- j. Damage resulting from a 'force majeure'/'act of God' situations or likewise
- k. Shipping/Dispatch damages
- l. Return of defective spares and associated freight/clearance/taxes etc. cost
- m. Installation/commissioning problems that appeared after 1 year of ship's delivery
- n. Any labour/working time related to consumable parts

B. SERVICE

1. General

FHL guarantees an excellent quality of service. This is achieved by maintaining a very high level of competency among its technical staff through means of continuous training and improvement. For its customers, FHL is the focal point of contact among a worldwide network of approved and certified Furuno service providers.

2. Procedure

Services can be carried out at those countries where FHL itself or the service stations of FURUNO worldwide service network are present. FHL based on accumulative experience of this service network, can make recommendations to customers depending on the problem at-hand.

A written notification must be made in advance with adequate information before any transportation, shipment, travel or service on board can commence. Customer is obliged to do everything reasonable within its power to support FHL to arrange and execute the requested service on board.

Attending service agents are authorized to use spare parts in excess of the initial estimation/quotation up to the amount of 1.500,00 euros. In case there is a need to exceed this amount, FHL must be contacted and a final written approval from customer must be obtained and passed to the service agent via FHL or directly via vessel's Captain in written prior to any action. Same applies for any changes to the specifications/scope of work of the service agent after customer request. A prior FHL written consent is needed in order to be implemented in a revised contract/agreement. The charges related to such changes/modifications to the original contract may result in an equitable and/or extension of service time. If the parties do not agree on a price increase in relation to such changes / modifications and FHL decides to continue service in order to avoid delays, customer agrees to bear the cost of the additional work's value

If equipment performance is not materially and adversely affected, FHL holds the right to modify-alter the materials/spares supplied for the service to another design/specification or substitute ones without prior notification to customer if price of same is equal or less to the initial agreed.

FHL only reserves the right to determine the total number of engineers required for a service job taking into account technical, time and safety constrains.

Time for the provision of services given by FHL is an approximate time estimation unless it has been otherwise specifically agreed in writing among interested parties. If for any reason FHL is unable to meet the time demands among interested customers, FHL holds the right to allocate provision of service in such a way without consequences whatsoever.

Allocation of service engineers is based upon approximation of vessel schedule and relative ETA/ETS on a plus/minus 2days consideration. If vessel's schedule changes beyond these days limit without prior notice from customer and FHL is rendered unable to conduct service then FHL will in no case become liable. When an initial date for service is set, customer can revise this date up to three times. If this limit is exceeded the engineer allocated for the service will become chargeable for the normal working hours of the delay per day as per standard FHL rates calculated for the excess days.

3. Limitations

Service support limitation applies for any areas/ports where there is reign or developed danger of war, civil war, riots, terrorism or piracy or where violent storms etc. that do not allow service attendance without endangering the attending engineer. Same applies for cases where

access to the equipment to be serviced is not secured or safe. In this case FHL is entitled to cancel service without prior notice and bear no consequences whatsoever. Customers are obliged to provide PPE to attending service engineers if requested and facilitate a safe working environment. Customer is also obliged to inform attending engineer and/or FHL in written regarding special security conditions at specific ports/terminals/vessels.

Any dispute/claim regarding the service job has to be done within 30days after invoicing of same and only in written. In all other cases dispute/claim will be considered as closed and FHL will bear no responsibility whatsoever. If service is conducted through FHL coordination team, then spare parts used hold a 6 months warranty. Part replacement will be provided from FHL/FEBV/FEC warehouses exclusively. Warranty period commences from invoice date and doesn't extend to the labor hours for repair. If service is conducted by a global network service agent or a third party or by crew and spares are required to be sent from FHL prior or during the service, then if these spares are used or their packing opens, then same cannot be returned to FHL. Customer has the right to send back unused spares- in closed packing only- under a 25% restocking fee on the sales price and only within 4months after dispatch from FHL.

In case FHL conducts a service coordination, its obligations are: Locate available technician and spare parts for the service attendance, provide customer a quotation based on local service provider estimations and overall condition of equipment, order the service upon customer's acceptance, provide customer with the contact details of the attending service agent and/or service engineer, communicate between service provider and customer only (and not with other parties-ex. local agents), invoice customer with FHL coordination fees on top of the service provider invoice. In case service is very urgent and e-mail exchanges cannot be affected due time limitations, then the straight order by customer provides that the invoice from the service provider will be charged to customer without further negotiation or dispute. In case customer cancels a service but spare parts are already dispatched by local service station or from FHL premises or service engineer has commenced travelling, then FHL has the right to charge cancellation fees equal to the expenses done by the local service station or by FHL plus the FHL coordination fees as per standard current tariff.

4. Liability

In case of misleading or wrong initial information, FHL will bear no responsibility if service is not successful. Furthermore spares recommendations from FHL side before attendance are not binding since no one can determine the problem better than the attending service engineer on-board. In any case engineer time is always chargeable regardless of the service outcome since services are not conducted on the principle: 'No Cure – No Pay'

In case spares are transported by FHL attending service engineer, FHL will not be liable and will not bear any further possible duties (tax, customs, fines etc.) that may occur during engineer travel and have to do with these spares at-hand.

In the event of damages or loss to equipment due to improper execution of any handling, maintenance or work carried out by customer or a third (non-authorized) party, FHL will in no case become liable. Furthermore, FHL shall bear no liability whatsoever for any consequence of a breakdown or failure of the equipment to which FHL or their Service Provider rendered any service including inspection, repair or replacement hereunder or for any consequent loss, off-hire, arrest or other expense or damage thereof sustained by customer concerning the vessel and equipment. FHL's maximum liability shall not in any case, exceed the sales price of the product claimed to be defective.