

## Halyard (M&I) Limited Warranty Policy

### WARRANTIES

#### New Products:

New product will be covered by Halyard's standard warranty for the product in its intended application. The Standard Warranty is the warranty referred to in Halyard's Conditions of Sale. The warranty covers any failure to the product, under normal use and service, from defects in materials or workmanship only. The warranty coverage begins with the date of invoicing to the first retail purchaser or 6 months from invoicing by Halyard, whichever is the earlier and ends as detailed in the table below regarding operating hours or months whichever shall occur first.

Product	Warranty Cover - Hours	Warranty Cover - Months	Warranty Notes & Limitations
Metal exhaust risers & sprayheads	3000	24	
Composite silencers & separators	5000	24	
Composite tube & shapes	5000	24	
Exhaust hose & Silicone products	5000	24	
Exhaust Alert	3000	24	
GKN Aquadrive products	As per standard GKN Aquadrive warranty	As per standard GKN Aquadrive warranty	Contact Halyard for warranty confirmation
Sound / thermal insulation products	N/A	24	
Wave filtration products	N/A	24	Warranty is not applicable to in-use degradation of filtration media
Hose clamps	N/A	24	

The responsibility of Halyard in the event of a failure covered by the warranty is limited to repairing, or, at its option, replacing any part that upon examination is deemed by Halyard to have been defective. Halyard will also bear reasonable labour costs required to repair or replace defective parts provided that such repairs or replacements are made by Halyard or Halyard representatives (travel costs are excluded and will be charged at cost).

Any parts not requiring replacement or reused in the Service Work will be covered only by any previous applicable warranty.

Unless the customer shall issue specific instructions to Halyard, only such parts deemed unserviceable when examined in conjunction with Halyard re-use guidelines will be replaced by Halyard.



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### **Service Work:**

The Service Work warranty covers any failure to the Halyard component or equipment subject to the Service Work that results, under normal use and service, from defective Halyard workmanship only. The Service Work warranty coverage begins with the date the Service Work is completed and ends six (6) months, or 1,500 hours of operation from such date, whichever shall occur first. The responsibility of Halyard in the event of a failure covered by the Service Work warranty is limited to repairing, or, at its option, replacing any part of the defective Service Work. Halyard will bear reasonable labour costs to repair defective Service Work provided that such repairs or replacements are made by Halyard or Halyard representatives (travel costs are excluded and will be charged at cost).

### **WARRANTY PROCEDURE**

Subject always to any relevant procedures associated with Halyard warranties, where the customer believes a failure to be covered by the Standard Warranty, it shall notify Halyard immediately and Halyard will supply a Warranty Returns Form (WP002) for completion and return by the customer. The customer will return the equipment or part subject to the failure to Halyard, with proof of purchase, as soon as is practicable for examination and analysis of the failure. Halyard will require the customer to provide an official purchase order, for credit accounts, or full payment for cash customers at the Halyard quoted value for any replacement parts prior to Halyard despatching any replacement parts.

Halyard shall assess whether, in its sole opinion, the failure is covered by the Standard Warranty. Halyard may carry out the relevant work to repair the failure, but reserves the right to invoice the customer either (1) while Halyard is assessing whether the failure is covered by the Standard Warranty or (2) when the assessment is complete and has been deemed not to be a warrantable failure.

In the event the failure is covered by the Standard Warranty and the customer has paid Halyard for the relevant repair work, Halyard will reimburse the customer in accordance with the Standard Warranty.

### **WARRANTY LIMITATIONS**

1. The owner is responsible for the operation and maintenance of the equipment as specified in manufacturer's Operation and Maintenance Manuals and should retain documentary evidence to substantiate compliance and make this available to Halyard should it be required to support claim consideration.
2. Halyard is not responsible for failures resulting from owner or operator misuse, abuse, neglect, or accident, including (but not limited to): operation without adequate or correct machinery and exhaust cooling, ventilation, fuel or lubricants; over-fuelling; over-speeding; lack of maintenance, improper storage including failure to drain silencers when the vessel is stored ashore, starting, warm up, running or shut down practices; unauthorised modifications to the equipment. Halyard is also not responsible for failures caused by incorrect oil or fuel, water, dirt or other contaminants.
3. Halyard will not accept liability for reused parts failures.
4. Halyard is not responsible for failures resulting from the improper repair or installation by others or the use of parts not approved by Halyard. This warranty shall not apply to any workmanship, part or parts that have been altered or repaired other than by authorised Halyard employees or representatives.
5. The owner is responsible for costs of vessel towing and other movements, mooring fees, storage and crantage.
6. Halyard is not responsible for; filter elements, fluids, hoses, clamps and other maintenance items replaced during warranty repairs.



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7. The owner is responsible for communication expenses, meals, lodgings and incidental costs incurred by owner or employees of the owner as a result of any warrantable failure.
8. The owner is responsible for "down time" expenses, fines, cargo damage, all applicable taxes, loss of profit or loss of bargain, and all other business costs and losses resulting from a warrantable failure.
9. The liability of Halyard arising out of any warrantable failures shall not in any case exceed the cost of correcting such failure in accordance with the Standard Warranty, and shall otherwise be subject to the limitation of liability contained in Halyards' Conditions of Sale.
10. Parts used to repair a warrantable failure may be new Halyard parts, Halyard approved rebuilt parts, or repaired parts. A new Halyard or Halyard approved rebuilt part used to repair a warrantable failure assumes the identity of the part it replaced and is entitled to the remaining coverage thereunder.
11. HALYARD IS NOT RESPONSIBLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
12. HALYARD DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.
13. THE STANDARD WARRANTY IS THE SOLE WARRANTY MADE BY HALYARD IN RELATION TO ANY GOODS OR SERVICES IT SUPPLIES. SAVE FOR THIS STANDARD WARRANTY, ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMISSABLE BY LAW.