

All Five Oceans<sup>®</sup> products sold by Baron USA, LLC or any of the product resellers is warranted to be free from defects in material and workmanship from date of purchase.

#### 1. PRODUCT: All Five Oceans Products

2. WARRANTY PERIOD: 1 Year From Purchase Date

## 3. CONDITIONS AND LIMITATIONS:

- a. This warranty only applies to the original Buyer and it is not transferable.
- b. Proof of purchase is required for warranty service. If a product purchased in the USA. Please register within ninety (90) days from the date of purchase. Simply complete registration by including a copy of the purchase receipt as proof of original purchase. All Buyer must register their product purchased directly at Five-Oceans.com within the USA territory at https://www.five-oceans.com/pages/register.
- c. The warranty shall be limited to the repair or replacement of any parts of the product which are defective in materials or workmanship.
- d. Responsibility for the selection of products appropriate for the use intended by the Buyer shall rest solely with the Buyer.
- e. This warranty does not cover any incidental costs, incurred for the investigation, removal, carriage, transport or installation of the product.
- f. A unit provided as an exchange or replacement parts will be subject to the warranty of the original unit. The length of the warranty governing the exchanged unit will remain calculated by reference to the purchase date of the original unit.

#### 4. WARRANTY EXCLUSIONS:

This warranty does not cover the following:

- Normal wear: Products with mechanical and electrical components need periodic parts and service to perform well. This warranty does not cover repair when normal use has exhausted the life of a part or the equipment as a whole.
- b. Environmental conditions, including but not limited to extreme temperatures, etc.
- c. Normal maintenance is not covered by this warranty.
- d. Failures due to acts of God and other force majeure events beyond the manufacturer's control.

#### Other Exclusions - This warranty excludes:

- Cosmetic defects such as paint, decals, etc.
- Corrosion & Normal Wear and tear of items such as winch cable, chains, hooks, power/electric cables, etc.
- Accessory parts such as storage covers.

## 5. VOIDING OF THE WARRANTY:

This warranty is none and void under the following circumstances:

- a. Use of a product in an application for which it was not designed or intended;
- b. Failure to service or maintain the product in accordance with the manufacturer's recommendations;
- c. Faulty or deficient installation of the product.
- d. Any modification or alteration of the product;
- e. Conditions that exceed the product's designed capacity, performance, specifications or safe working loads.
- f. This warranty will not apply if the product is deemed to have been misused, abused, neglected, involved in an accident, abused, used/loaded beyond the product's limits, modified, installed improperly or connected incorrectly to any electrical component.
- g. Use of parts that are not original Five Oceans

# 6. LIMITS OF IMPLIED WARRANTY AND CONSEQUENTIAL DAMAGE:

- a. Baron USA, LLC or any of the product resellers disclaims any obligation to cover any loss of time, use of this product, freight, or any incidental or consequential claim by anyone from using this product.
- b. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUR-POSE.
- c. Baron USA, LLC or any of the product resellers will not be liable for death, injuries to persons or property or for incidental, contingent, special or consequential damages, loss or expense arising in connection with the use or inability whatever, regardless of whether damage, loss or expense results from any act or failure to act by Baron USA, LLC or any of the product resellers, whether negligent or willful, or from any other reason.

## CONTACT INFORMATION

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Inquiries outside the United States, please view our <u>dealer</u> <u>page</u> for the region which pertains to you.