

Halton Marine Oy Warranty Clause

Halton Marine Oy's, later referred as the "Supplier", liability is limited to product defects, which appear within a period of one year from delivery from the factory.

The Purchaser shall without undue delay notify the Supplier in writing of any defect which appears. Such a notice in writing should be given no later than two weeks after the expiry of the guarantee period. If the notice is given after the expiry of the guarantee period, within two weeks, evidence showing that the defect took place in the guarantee period, must be stated. The notice shall contain a thorough description of the defect. If the Purchaser fails to notify the Supplier in writing within the given time period, the Purchaser loses the right to have the defect remedied under this warranty.

If the Purchaser has given such notice mentioned earlier and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for all costs incurred as a result of the notice.

Procedures for handling the defective parts, which have been replaced, shall be agreed with the Supplier.

The Supplier is not liable for defects arising out of materials provided, or design stipulated or specified by Purchaser.

The Supplier is liable only for defects, which appear under the conditions of operation provided for in the contract and under proper use of the Product. Defects which are a result from improper use of a Product are on the Purchasers liability.

The Suppliers liability does not cover defects, which are caused by faulty maintenance, incorrect installation, incorrect usage or faulty repair by the Purchaser, or by alterations carried out without the Suppliers consent in writing.

The supplier is not liable for defects arising due to transportation, packing or storage by Purchaser or arranged by Purchaser.

Finally, the Suppliers liability does not cover normal wear and tear or deterioration.

The Supplier is not liable for any loss the defect may cause including loss of production, loss of profit and other indirect loss.

In addition to clauses above, the General Conditions for the Supply of Mechanical, Electrical and Electronic Products (ORGALIME S 2012) are applied.