

## **OFFSHORE WARRANTY EXTENSION**

### **Terms & Conditions.**

This Warranty must be read with our Terms & Conditions which will apply to any Goods or Services provided under this Warranty.

Any terms in this Warranty which conflict with those Terms & Conditions shall prevail over the Terms & Conditions

This Warranty shall apply only to the contract for which it issued and shall not apply to any other contracts between the Seller and the Purchaser.

### **Definitions:**

**"GML"** - Gym Marine Limited company number 09212367 registered in England & Wales whose registered office is at 31 Silver Street, Bradford-On-Avon, Wiltshire, BA15 1JX .

**"Client(s)"** - The person(s), firm or company whose details mean the person(s), firm or company whose details are given on the Order Form.

**"Goods"** - Items purchased by Clients from GML as specified on the GML Order Form.

**"Services"** - Remote Support under this Warranty

#### **1. Remote Support**

GML offer fast and efficient response in the event of kit breaking down.

The first point of contact for the client is the GML head office and requests can be made 24/7, by telephone/email. This Service is covered by this Warranty.

In most instances faults can be diagnosed by telephone, and speedy resolutions found by providing the yacht's engineers with manufacturer approved instructions.

#### **2. Maintenance**

Crew must be given regular training on usage and how to keep equipment in good condition. We recommend the following actions to preserve equipment for its normal operating life. Our warranty obligations are conditional on these being followed. If they are not we may charge for Goods and Services supplied at our normal commercial rates:

¥ Machines must be maintained and serviced in accordance with the manufacturers requirements which we give you and any additional advisories issued by GML.

¥ Machines are cleaned after every use to remove sweat.

¥ Consoles and other electrical components are cleaned with fresh water only, as chemical buildups can cause electrical faults.

¥ Each electrical machine should be operated and tested at least once per month, as faults may develop through inactivity. Treadmills in particular must be operated at maximum speed and incline for a period of 5 minutes once every 30 days.

¥ Any suspected fault should be reported to GML immediately.

3. Parts that are identified as faulty or in need of replacement will be shipped to the port of choice as per requirements. Delivery times may be influenced by external factors, such as third party carriers or manufacturer stock levels.

4. Unless otherwise stated, GML is not the manufacturer of goods sold to its clients. GML ensures that goods provisioned for resale by its suppliers are free from any defect in material or workmanship.

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The Superyacht Gym Experts.

5. GML is happy to offer support for goods that are still in use after their warranty expiry date. Servicing can be performed following client acceptance of a quote for the components replaced, the cost of labour, calling charges, transfer allowance and transportation costs for personnel and materials, as per the standard GML rates.
6. This agreement extends only to the original client and is not transferable.
7. This Warranty will not apply and extra cost may be incurred due to damage caused by the factors listed below and in our Terms & Conditions. We will never perform repairs without first giving the client indication of any additional charges. We will always do everything possible to limit additional costs.
  - a) Damage to goods caused by incorrect reassembly, maintenance or installation by any party that is not a GML employee or authorised service provider unless caused by instructions given remotely by GML.
  - b) Damage to goods resulting from accidents or negligence.
  - c) Damage caused by any 'Force Majeure', as defined in our Terms & Conditions.
  - d) Damage caused by operating goods in improper locations including but not limited to humid, dusty, or outdoor environments resulting in corrosion or other damage.
  - e) Damage caused by improper cleaning or lack of cleaning.
  - f) Goods that are modified without our express permission and supervision, including but limited to adaptations to match specific electrical standards of an operating environment which may vary from the country of origin of the units.
  - g) Damage to goods caused by abuse, misuse, unauthorised or improper use, as well as failure to follow GML manufacturer approved instructions or training. Information on the correct usage and care/maintenance procedures are freely available from GML staff.

8. **On Site Paid for Support**

Should a resolution be unobtainable remotely, we offer as an add-on to this Warranty, on site support Services supplied at our normal commercial rates. A specialist can be brought to the yacht to undertake a detailed diagnosis of the problem and find a solution.

We will supply an estimate for labour and expenses, which will be payable in advance. As soon you have agreed this, and payment has been made, GML aims to have an engineer with the client within 48 hours. Engineer callout time may be affected by external factors (availability of transport, personnel etc.) and in some cases it may not be possible to have someone on site within the stated period.

9. **Warranty Terms**

Manufacturers offer warranties to their retail clients in the United Kingdom. Manufacturers will not usually honour these warranties for goods which are exported. GML offer this Warranty for the period of the Manufacturer's UK warranty outside of the United Kingdom despite any such invalidity due to export, for the Warranty period and where possible at GML's discretion will offer support outside of these warranty periods should the client wish to continue using the goods. Please see the documentation supplied with each item of equipment for the UK Warranty period and terms.

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10. **Warranty Extension option**

If required GML can provide a quote for an extension of this Warranty for each item of equipment but shall not be obliged to offer such a warranty. Please ask before this Warranty expires.

11. **Pricing Schedule & Payment Details**

Payment should be made via Direct Debit inclusive of VAT to Gym Marine Limited; a company registered in the UK with the following details.

Company Number: 9212367

Registered Address: 31 Silver Street, Bradford-On-Avon, Wiltshire, BA15 5DX

VAT Registration Number: GB 196 141 106

Bank Address: Barclays PLC, 18 Stony Street, Frome, BA11 1BX

Account Number: 53249301

Sort Code: 20-05-06

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