

# Warranty Statement

Underwater Lights Limited (UWL) stands by its products. In general terms, the company gives a full 2 year's manufacturer's warranty on all its products from the date of sale, provided that the products have been installed correctly per the installation instructions available on the website at: [www.underwaterlights.com](http://www.underwaterlights.com).

To submit a claim, please read and follow the guides lines in the warranty statement below; [Section 6: Making a claim](#). Please note, claims may be rejected if the troubleshooting guidelines are not completed, photographs of the unit and area where it is installed are not included with claim submission, or the problem is related to how and where the unit was installed.

Please note that all metal parts corrode in salt water. The primary factors affecting corrosion are not directly related to our products and accordingly UWL cannot be held responsible for corrosion-related defects, this includes but is not limited to where water has been allowed to enter the cable as a result of immersion in water during the installation or improper sealing of connections. Please note corrosion will be particularly aggressive if installation and/or bonding has not been correctly undertaken; or if stray currents are active in the vicinity of the boat. (Claims will also be rejected if bonding of the units has not been installed).

Claims will also be rejected if the units were found to be installed in an inappropriate position without prior approval from Underwater Lights LTD. As made clear on the installation sheet included with your lights original packaging, lights should not be installed pointing down where they can accumulate water.

Underwater Lights LTD products are tested and approved to IPX8 protection from the front face ONLY. Submersion from behind may result in failure of equipment and is not covered by this warranty policy. The installer and operator must engage in preventative action to ensure the back of the light units located inside the boat do not become submerged at any time. Floods, pump failures and faulty hatch seals which lead to equipment failure is not covered by this warranty policy.

Color variation commonly occurs within the LED manufacturing process. Whilst UWL makes every effort to match the color of any lights there may be a noticeable difference when installed next to existing lights. UWL does not warrant this color variation on lights.

UWL reserves the right to change the design, range and components without any prior notification either written or implied.

The detailed terms and conditions of this warranty are set out below:

## 1: WARRANTY OF QUALITY

- 1.1 In the case of LED goods manufactured and sold by UWL, a company incorporated in England and Wales (registered number 2348038) and whose registered office is at The Great Dunton Forge, London Road, Dunton Green, Kent, United Kingdom, TN13 2DG (the "Goods" and the "Company", respectively), the Company warrants to the purchaser of the Goods (the "Buyer") Conditions and unless otherwise notified) upon delivery (whether installed or not). That (subject to the other provisions of these) The Goods supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act of 1979.
  - 1.2 The Company shall not liable for a breach of the warranty in Condition 1.1 unless:
    - 1.2.1 the Buyer gives written notice of the defect to the Company, and to the carrier if the defect is as a result of damage in transit, within 14 days of the time when the Buyer discovers or ought to have discovered the defect, and
    - 1.2.2 the Buyer has the obligation to provide all the requested information where is reasonably possible and provided a truthful statement of all information requested in relation to the claim.
  - 1.2.3 The Buyer returns such Goods to the Company's place of business at the Buyers cost, regardless of the outcome of the claim.
  - 1.2.4 the Company is given a reasonable opportunity after receiving the returned Goods for the examination to take place at the company's place of business.
  - 1.3 The Company shall not be liable for a breach of the warranty in Condition 1.1 if:
    - 1.3.1 the Buyer makes any further use of such Goods after giving such notice; or
    - 1.3.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to storage, transportation, installation, commissioning, modification, use or maintenance of the Goods or (if there are none) good trade practice; or the defect arises from the corrosion of metal parts or the failure of the Buyer to ensure that Goods are installed correctly, installed in approved locations, bonded correctly and that there are no active stray currents in the vicinity; or
    - 1.3.3 the defect arises as a result of any default of, or caused by, the Buyer or (without limitation) as a result of misuse, abuse, improper installation, neglect, improper shipping by a party other than the Company; or
    - 1.3.4 the Buyer alters, repairs or modifies such Goods without written consent of the Company; or
    - 1.3.5 the defect arises due to a cause beyond the Company's reasonable control, such as: act of God, explosion, flood, tempest, re or accident, including without limitation lightning; war or threat of war, national emergency, sabotage, terrorism, insurrection, protest, riot, epidemic, civil disturbance or requisition; Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions; or trade disputes (whether involving employees of the Company or of a third party); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; or power failure or breakdown in machinery.
  - 1.3.6 where the Company has notified the Customer directly of in service modification(s) deemed necessary to further protect the Goods from damage have not been followed.
  - 1.3.7 where a claim has been made where the Goods ownership is in dispute.
  - 1.3.8 where the parts were not purchased from an authorized outlet.
  - 1.3.9 where the goods were purchased via the internet from the United States but were not shipped to an address or installed in the United States.
- 1.4 Subject to Conditions 1.2 and Condition 1.3, if any of the Goods do not conform with the warranty in Condition 1.1 the Company shall at its option repair or replace such Goods (or the defective part) without charge for labor or parts or refund the price of such Goods at the original purchase price. The Company shall pay for the return transportation to the Buyer of such repaired or replaced Goods.
  - 1.5 Any Goods replaced shall belong to the Company and any such repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the warranty period of the warranty in Condition 1.1.

## 2: LIMITATION OF LIABILITY

- 2.1 These Conditions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
    - 2.1.1 any breach of these Conditions;
    - 2.1.2 any defect in the Goods;
    - 2.1.3 any use made or resale by the Buyer of any Goods, or of any product incorporating any of Goods; and
    - 2.1.4 any representation, statement or tortious act or omission including negligence arising or in connection with the contract with the Buyer.
  - 2.2 All warranty, conditions and other terms implied by both UK law are, to the fullest extent permitted by law, excluded from the contract with the Buyer.
  - 2.3.1 nothing in these conditions excludes or limits the liability of the Company;
  - 2.3.1 for death or personal injury caused by the Company's negligence;
  - 2.3.2 under both UK law;
  - 2.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - 2.3.4 for fraud or fraudulent misrepresentation.
- 2.4 Subject to the above Condition 2.3:
    - 2.4.1 the Company's total liability in contract, (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract with the Buyer or (without limitation) in respect of the Goods shall be limited to the original purchase; and
    - 2.4.2 the Company shall not be liable to the Buyer for any pure economic loss, loss of profits, loss of business, loss of contracts, damage to property, depletion of goodwill or otherwise, in each case whether direct, indirect, or consequential, or any claims for consequential whatsoever (however caused) which arise out of or in connection with the contract with the Buyer or (without limitation) the Goods.

### **3: THIRD PARTY RIGHTS**

3.1 No term of any Contract formed between the Buyer and the Company shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

### **4: APPLICABLE LAW**

4.1 Each of (a) the sale of the Goods to the Buyer, (b) these conditions, and (c) any disputes or claims arising there from or in connection therewith shall be governed by and construed in accordance with the law of England; and the Buyer and the Company irrevocably agree that the Courts of England have exclusively jurisdiction to settle any dispute or claim that arises out of or in connection with the foregoing.

### **5: GREY MARKET INTERNET POLICY**

5.1 Grey marketed products continue to be a threat to our worldwide distribution and dealer network. In order to proactively discourage this activity by Internet resellers of our product, UWL will not honor the warranty of products purchased via the grey market through internet resellers. The following notice is stated on UWL's warranty cards, website and all internet sellers will be required to post the same notice.

WARRANTY NOTIFICATION: UWL products purchased by an end-user from a United States dealer via the Internet are covered by this warranty, only if the products are delivered and installed within the United States. The warranty is void if the product is delivered or installed outside the United States. Proof of purchase and installation will be required. Product installed by OEM will be warranted when shipped as part of a new boat package.

### **6: MAKING A CLAIM**

6.1 Irrespective of how the products were fitted or by whom, if you discover that there may be a problem with the products you must notify either your local dealer or UWL within 14 days.  
6.1.1 When you discover a problem, we ask that the products are not used until they are fixed. This will minimize any further damage. We recommend the product be disconnected from its power source to prevent accidental use and covering any open connections, of the with an electrically safe and waterproof solution to prevent water entering the cable or product.

6.1.2 If a claim is accepted the part will be replaced on a "like for like basis". No refunds will be given.

6.1.3 If you require a part urgently from us, you would be required to purchase a new one from us. You then have a maximum of 30 days to return the faulty part to us. We will investigate and if the product has a problem due to our manufacturing, we will provide a full refund. If you do not think that you can return the part to us within the 30 days please contact the Service Manager. If the product is not returned within the time limit without speaking to the Service Manager to obtain an extension to the 30 days, the claim will be closed and no refund given.

6.1.4 If we are unable to find a problem with the part, we will inform you of the outcome. We can provide guidance to possible reasons for the fault. UWL is not liable for or can fix problems with equipment & installations that are not purchased from UWL. The returned product can be returned to you at your request.

6.1.5 If you feel unhappy with any part of the process of claiming please let us know.

6.1.6 Please take pictures at every stage of the process. Claims sent without pictures will be automatically rejected until photographs of the lights and area it is installed in are supplied.

### **6.2 Products supplied and fitted by a dealer:**

6.2.1 If you had the products installed by one of our dealers, we ask that you contact them and ask that they check the installation and establish the cause of the problem prior to making a claim. If you are not local to the installer, please visit our website ([www.underwaterlights.com](http://www.underwaterlights.com)) to find the authorized dealer closest to you. Many problems are due to environmental contamination, issues with the installation or electrical issues which are external to the lighting system and can be resolved without the need for the removal of the product or initiation of the warranty procedure. An example for environmental contamination, make sure your lenses are free of growth when conducting your tests.

6.2.2 Locate your original purchase invoice for the products showing product purchased within last 2 years and contact the dealer you purchased the products and / or who fitted them.

6.2.3 Your dealer will contact us and together we will resolve your issues and together we will investigate the part.

6.2.4 If the problem is found not to be due to the manufacture of the product, repair or replacement will fall outside of this warranty coverage and the buyer will be liable for all costs.

6.2.5 If you require a part urgently from us, you would be required to purchase a new one from us. You then have a maximum of 30 days to return the faulty part to us. We will investigate and if the product has a problem due to our manufacturing, we will provide a full refund. If you do not think that you can return the part to us within the 30 days please contact the Service Manager. If the product is not returned within the time limit without speaking to the Service Manager to obtain an extension to the 30 days, the claim will be closed and no refund given.

6.2.6 If we are unable to find a problem with the part, we will inform you of the outcome. We can provide guidance to possible reasons for the fault. UWL is not liable for or can fix problems with equipment & installations that are not purchased from UWL. The returned product can be returned to you at your request.

### **6.3 Products supplied by a dealer but fitted by the Buyer:**

6.3.1 If you installed the products yourself, before making contact we ask that you follow the troubleshooting chart for your product. When following the appropriate troubleshooting chart, it is helpful to complete the appropriate warranty claim information sheet. Copies can be found in the troubleshooting section of the manual included with the product or alternatively it can be download from our website.

6.3.2 If after following the troubleshooting guide, you still believe that the problem still exists with our product you will need to contact the dealer that you purchased the product(s) from. If you are unable to do this you may contact any dealer / distributor in your local area (a list can be obtained either from our website ([www.underwaterlights.com](http://www.underwaterlights.com)) or by contacting our Head Office.

6.3.3 You will be required to provide the information recorded on the warranty claim information sheet and have the copy of your purchase invoice for the products along with pictures of the damaged unit and area it is located in.ment

6.3.4 When contacting your dealer you will be asked for the details from the warranty claim information sheet. During this time the dealer will complete the appropriate warranty claim form that will be returned along with the part.

6.3.5 When you have made contact with the dealer please follow their instructions.

6.3.6 If you are unable to contact a dealer you may wish to contact UWL directly. To contact the Service Manager either call our UK office on +44 (0) 1732 455753 or email [uw@underwaterlights.com](mailto:uw@underwaterlights.com).

### **6.4 If you are unable to locate a dealer close by or the units were purchased directly from UWL:**

6.4.1 Before making contact we ask that you follow the troubleshooting chart for your product, when following the appropriate troubleshooting chart we find that it is helpful to complete the appropriate warranty claim information sheet. Copies can be found in the troubleshooting section of the manual included with the product or alternatively it can be download from our website ([www.underwaterlights.com](http://www.underwaterlights.com)).

6.4.2 If after following the troubleshooting guide, you still believe that the problem still exists with our product you will need to contact the Service Manager at UWL.

Please contact the Warranty Department at our UK Head Office at:

Underwater Lights Limited

The Great Dunton Forge, London Road, Dunton Green, Kent, United Kingdom, TN13 2TD

Tel: +44 (0) 1732 455753

Fax: +44 (0) 1732 743233

Email [uw@underwaterlights.com](mailto:uw@underwaterlights.com)

6.4.3 When you make initial contact you will be required to provide the information recorded on the warranty claim information sheet and have the copy of your purchase invoice for the products. You will also be required to send photographs of the unit along with photographs of the area which the units are installed. The Service team will review with you your problem and where possible advise on any further checks that may be required. If the test results show you do have a claim, you will be issued with a Warranty Claim number. The Claim number (WC#) is unique to your problem and should be used in all correspondence and attached to the returned parts.

6.4.4 You will be required to return the faulty part with the attached WC number to the address provided to you.

6.4.2. The return of the part is at your expense.

6.4.5 The part will be investigated and if the cause is established to be a manufacturing error with the components is found we will return a replacement part to you.

6.4.6 If you require a part urgently from us, you would be required to purchase a new one from us. You then have a maximum of 30 days to return the faulty part to us. We will investigate and if the product has a problem due to our manufacturing, we will provide a full refund. If you do not think that you can return the part to us within the 30 days please contact the Service Manager. If the product is not returned within the time limit without speaking to the Service Manager to obtain an extension to the 30 days, the claim will be closed and no refund given.

6.4.7 If we are unable to find a problem with the part, we will inform you of the outcome. We can provide guidance to possible reasons for the fault. UWL is not liable for or can fix problems with equipment & installations that are not purchased from UWL. The returned product can be returned to you at your request.

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