

# Worldwide Limited Warranty

**COVERAGE.** HARKEN® warrants that each HARKEN product, when properly used and maintained, will be free from defects in material and workmanship from the date of receipt of the product by the final customer. HARKEN products are covered by two different kinds of warranties, on the basis of the purchaser and use made of them.

## 1. The Private Customer Warranty

### 2. The Professional Customer Warranty

**THE LIMITED PRIVATE CUSTOMER WARRANTY.** This limited warranty applies to all Harken products purchased for final use by private individuals only and installed on boats used exclusively for recreational purposes. Harken products installed on boats used for any other purpose or by any other entity are covered by the limited PROFESSIONAL CUSTOMER WARRANTY.

The Owner's sole and exclusive remedy under this limited PRIVATE CUSTOMER WARRANTY for original defects in materials or workmanship of a HARKEN product shall be the repair or replacement, in HARKEN's sole discretion, of the defective part or component, at no charge to the owner of the product.

**THE LIMITED PROFESSIONAL CUSTOMER WARRANTY.** This limited warranty applies to all Harken products purchased for final use by or on behalf of any entity other than a private individual (such as by corporations, partnerships, competitive race groups, etc.) or installed on boats used for any purpose other than recreational use, such as for hire, charter or other professional or commercial events or activities. Such Professional Customers may include, but are not limited to, America's Cup Syndicates, international competitive syndicates, racers in transoceanic and globe-circling events, one-design racers with boats 40 feet and up racing in major competitive and international competition.

The Owner's sole and exclusive remedy under this limited PROFESSIONAL CUSTOMER WARRANTY for original defects in materials or workmanship of a HARKEN product shall be the repair or replacement, in HARKEN's sole discretion, of the defective part or component, in accordance with the terms of this warranty.

**WARRANTOR.** For products originally sold in the United States, the limited warranty for the products is supplied by HARKEN, INC.. For products originally sold in the European Union, the limited warranty for the products is supplied by the dealer who sold the product through the Harken Distributors in that country. For products originally sold in the rest of the World, the limited warranty for the products is supplied directly by the Harken Distributors in that country. When "HARKEN" is mentioned throughout this Limited Warranty, it refers to the entity as defined in this paragraph.

**OWNER – NON-TRANSFERABLE WARRANTY.** This warranty is made by HARKEN with only the original purchaser of the product and does not extend to any third parties. The rights of the original purchaser under this warranty may not be assigned or otherwise transferred to any third party.

**WARRANTY TERM.** The limited PRIVATE CUSTOMER WARRANTY covers any original defects in material or workmanship manifested within five (5) years of the date of receipt of the product by the final customer. However, the warranty terms under the limited PRIVATE CUSTOMER WARRANTY for the following products are as indicated below by the date of receipt of the product by the final customer:

1. **Jib Reefing and Furling systems** are warranted for seven (7) years. Hydraulic Furling systems are warranted for five (5) years.
2. **Code Zero furlers, and associated fairleads, 2:1 sheave adapters, snap shackles and thimbles** are warranted for three (3) years.
3. **Carbo Racing Foils** are warranted for three (3) years.
4. **Winches and handles, hydraulic power units** are warranted for three (3) years. Electric/hydraulic winch motors, switches, control boxes and breakers are warranted for two (2) years.
5. **Custom products, pedestals, gearboxes, push buttons, drive shafts, carbon fiber products and/or high performance applications** of standard catalog products for extraordinary use applications are warranted for two (2) years.
6. **Harken Sailing Gear clothing, shoes, gloves, sunglasses, and related accessories** are warranted for the period of time and under the conditions noted on their hang tags.

The limited PROFESSIONAL CUSTOMER WARRANTY covers any original defects in material or workmanship manifested within 12 months of the date of receipt of the product by the final customer.

**NOT COVERED.** Neither the limited PRIVATE CUSTOMER WARRANTY nor the limited PROFESSIONAL CUSTOMER WARRANTY applies to, nor shall HARKEN have any liability or responsibility for, damages or expenses relating to defects caused by misuse, abuse, failure to install, use, maintain or store the HARKEN product as specified in the warranty booklet, service booklet, manuals, catalogue or other literature available from HARKEN.

Neither the limited PRIVATE CUSTOMER WARRANTY nor the limited PROFESSIONAL CUSTOMER WARRANTY applies to, and neither HARKEN shall have any liability or responsibility in respect of, damages or expenses relating to:

- defects in material or workmanship that did not exist when the product was first delivered;
  - defects in material or workmanship that are manifested outside the warranty period;
  - defects which are not reported to HARKEN within sixty (60) days of discovery;
  - a product that has been altered or modified from factory specifications;
  - damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration or fading;
  - accidents, misuse, abuse, abnormal use, improper use, lack of reasonable or proper maintenance or storage;
  - installation, wiring, service or repairs improperly performed or replacement parts or accessories not conforming to HARKEN's specifications;
  - use exceeding the recommended and permitted limits or loads of the product and/or the vessel on which the product is installed;
  - normal wear or deterioration occasioned by the use of the product or its exposure to the elements;
  - besides HARKEN's Hoister products used to store watercraft and bicycles, any use outside, other than or besides normal sailing or sailboat applications;
  - ropes, lines, LOUPS™, buckles and webbing;
  - clear coat finishes on carbon fiber;
  - loss of time, loss of use, inconvenience, travel expense, costs related to procuring any substitute boat, transportation costs, towing costs, any incidental or consequential damages arising out of the non-use of the boat, or compensation for inconvenience or loss of use while the boat is being repaired or otherwise not available, or other matters not specifically covered hereunder;
  - the costs to remove, disassemble or re-install the product;
  - hauling out, storage and re-launching of the boat on which the product has been installed, even where this is necessary to carry out the warranty service.
- The limited PROFESSIONAL CUSTOMER WARRANTY does not cover, nor shall HARKEN have any liability or responsibility in respect of, damages or expenses relating to, the following products and/or components:
- pawls and pawl springs in winches;
  - components and gears in titanium;
  - washers and spacers;
  - winch drum grip;
  - ball bearings, roller bearings, thrust bearings;
  - winch handles.

**PROCEDURE.** In the event of a defect covered by this limited warranty, the Owner shall contact one of HARKEN's worldwide Distributors (there is a list of them on the [www.harken.com](http://www.harken.com) site). If the product was originally sold in European Union the Owner shall contact the dealer that sold the product. To obtain warranty service for or replacement of your HARKEN product, your specific and detailed claim must be reported to and received by HARKEN, in writing, in accordance with the terms of this warranty and within the applicable warranty period. Also provide your name, address, phone number, original sales receipt, a description of the application of the product, and an explanation of the defect and conditions under which the product was used. The Owner is responsible for all expenses associated with transporting the product to and from HARKEN or a HARKEN dealer. If the examination of the product and the warranty claim reveals that the defect is not covered by this warranty, you will be contacted and advised of the cost of repair of your product. If you accept this estimate, the product will be repaired outside of this warranty.

**DAMAGES OR OTHER COSTS.** Except as expressly provided by this warranty, HARKEN SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER COSTS, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT OR OTHERWISE, including but not limited to any costs, taxes, fees, levies or other expenses imposed by any location in which the product was originally sold. The foregoing statements of warranty are exclusive and in lieu of all other remedies. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.