



## MARINE WARRANTY POLICY

07/2019

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### WARRANTY STATEMENT

TO THE EXTENT ALLOWED UNDER APPLICABLE LAWS THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHT, WHICH MAY VARY FROM COUNTRY TO COUNTRY. IN JURISDICTIONS WHERE SUCH AN EXCLUSION IS NOT POSSIBLE THIS WARRANTY WILL BE IN ADDITION TO ANY STATUTORY WARRANTIES.

IN NO EVENT SHALL GARMIN BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THIS PRODUCT. Some countries or territories do not allow the exclusion on incidental or consequential damages, so the above limitation may not apply.

Garmin retains the right to repair or replace the product or offer a full refund of the purchase price at its sole discretion. SUCH REMEDY SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY.

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### WARRANTY AND PRODUCT REGISTRATION

Dealers/Original Equipment Manufacturers (OEMs) are encouraged to register their customer's installation at <https://dealers.garmin.com/drc/index.jsp> or to encourage their customer to register their product within 30 days after the date of sale. Customers can register their products at <https://my.garmin.com>. If they do not have internet access, they can contact Garmin Product Support at (Inside UK) 08082380000 or (outside UK) +44 3708501242.

Product registration cards are not included with some units. Under these circumstances make sure you date your customer's sales receipt as this is his/her proof of purchase or register your customer's installation at <https://dealers.garmin.com/drc/index.jsp>.

When the dealer receives a Garmin/EmpirBus branded marine product for service, proof of warranty is required. It can be verified in one of three ways:

1. The dealer can keep a record of customer names, serial numbers, and purchase dates; or
2. The customer can present his/her original sales receipt for proof of purchase; or
3. Dealer can go to the Garmin dealer registration portal at the [Dealer Resource Center](#).

In addition, to qualify for onboard warranty, the Garmin/EmpirBus branded marine product must be listed in Appendix 'A', attached hereto, and be an "Approved Installation" which means it shall be installed by either:

1. A NMEA installation shop with at least one certified member on staff;
2. An approved Garmin service dealer;
3. An approved Garmin OEM boat builder; or

4. By a non-approved OEM boat builder that undertook the installation and had it approved and commissioned by an NMEA dealer or an approved Garmin service dealer.

There are two classes of product warranty available to the customer:

1. Standard Marine Consumer Limited Warranty – Owner self-performed installation or non-approved installed equipment.
  2. Certified Onboard Limited Warranty – Approved Installations for products listed in Appendix 'A', attached hereto.
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## **1. STANDARD MARINE CONSUMER LIMITED WARRANTY - OWNER INSTALLATION**

1.1.0 Garmin/EmpirBus branded marine products are warranted to be free from defects in material or workmanship for a period of 2 years from the date the product was purchased by the first retail customer. Within this period Garmin (Europe) Ltd. and its affiliated companies (hereinafter "Garmin") will at its sole option repair or replace any components that fail in normal use.

1.1.1 Garmin trolling motor products listed in Appendix 'B' are warranted to be free from defects in material or workmanship for a period of:

- (a) three (3) years from the date the product was purchased by the first customer for recreational, non-commercial use, or
- (b) one (1) year from the date the product was purchased by the first customer and had any commercial use thereafter. Commercial use means any usage associated with income-producing activities or other activities associated with the operation of a business.

The composite shaft of a trolling motor product used only for non-commercial, recreational use is warranted to be free from materials and workmanship for the lifetime of the customer and is non-transferable. The composite shaft of a trolling motor product used for any commercial use is one (1) year from the date the product was purchased by the first customer. Within the applicable period (lifetime of the original customer who used the trolling motor product only for non-commercial, recreational use or one (1) year from the date a trolling motor product used for a commercial use was purchased), Garmin will, at its sole option, provide a replacement composite shaft for any material or workmanship defects confirmed by Garmin. The customer will be responsible for any costs associated with the removal of the original shaft and installation of the replacement shaft.

1.1.1 Such repairs or replacements of products listed in Appendix 'A' or Appendix 'B' will be made at no charge to the customer for parts or labour provided that the customer shall be responsible for any transportation cost to send the product to Garmin.

1.1.2 Garmin will not pay for onboard labour, travel or mileage required to visit the vessel for this Standard Marine Consumer Limited Warranty.

1.1.3 This Standard Marine Consumer Limited Warranty does not affect the customer's statutory rights under applicable national legislation in force or the customer's rights against the retailer arising from the sales/purchase contract. In the absence of any contrary applicable national legislation this limited warranty will be the customer's sole and exclusive remedy, and Garmin shall not be liable for any incidental or consequential damages for breach of any express or implied warranty.

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## **2. STANDARD MARINE CONSUMER LIMITED WARRANTY RETURNS PROCEDURE**

2.1.0 Customers and dealers should first contact a Garmin Europe product support representative for technical assistance and once standard troubleshooting fault tests have been performed a return merchandise authorization (RMA) number will then be provided. This RMA number is to be placed clearly on the package being shipped to Garmin for the repair. This RMA number will act as a reference number for all parties involved. It will allow the Garmin repair technicians a full clear description of the reported faults and problems that are being reported and also where to ship the unit back to once the repair is completed. Customers and dealers may use this RMA number to check repair status.

2.1.1 Service assistance and request for an RMA can be made by contacting your Garmin dealer, see

[support.garmin.com](http://support.garmin.com).

2.1.2 The faulty product must be shipped to Garmin with proof of purchase and the RMA number marked in plain view on the package.

2.1.3 Customers may choose to hire their service dealers to perform this process at the customer's expense.

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### **3. CERTIFIED ONBOARD LIMITED WARRANTY - APPROVED INSTALLATIONS**

3.1.0 The Onboard Warranty period for Garmin/EmpirBus branded marine products listed in Appendix 'A' is two (2) years for parts and onboard service dealer labour.

3.1.1 The Garmin onboard warranty period for Garmin trolling motor products listed in Appendix 'B' that are factory new goods purchased from a Garmin approved dealer and installed by a Garmin and NMEA or ABYC certified installation entity is:

- (a) three (3) years for parts and onboard service from the date the product was purchased by the first customer for recreational, non-commercial use; or
- (b) one (1) year for parts and onboard service from the date the product was purchased by the first customer and had any commercial use thereafter.

3.2.0 The Garmin onboard warranty period for the composite shaft of a trolling motor product used only for non-commercial, recreational use is for the lifetime of the original customer and is non-transferable. The onboard warranty period for the composite shaft of a trolling motor product used for any commercial use is one (1) year from the date the product was purchased by the first customer. Within the applicable period (lifetime of the original customer who used the trolling motor product only for non-commercial, recreational use or one (1) year from the date a trolling motor product used for commercial use was purchased), Garmin will, at its sole option, provide a replacement composite shaft for any material or workmanship defects confirmed by Garmin. The customer will be responsible for any costs associated with the removal of the original shaft and installation of the replacement shaft.

3.2.1 The warranty period commences from the earlier of: (i) date of product purchase, (ii) date the boat was purchased by the first retail customer, or (iii) date of commissioning the Approved Installation.

3.1.2 The Onboard Warranty is applicable to specific Garmin marine products only as listed in Appendix 'A', attached hereto, and only for Approved Installations which means installed by:

1. A NMEA installation shop with at least one certified member on staff;
2. An approved Garmin service dealer;
3. An approved Garmin OEM boat builder; or
4. By a non-approved OEM boat builder that undertook the installation and had it approved and commissioned by an NMEA dealer or an approved Garmin service dealer.

3.1.3 Installations made by a third party that is not included in Section 3.1.2 above are classified as owner installations and will therefore be covered by the Standard Marine Consumer Limited Warranty and not the Certified Onboard Limited Warranty.

3.1.4 The customer's proof of warranty for Onboard Warranty coverage is required. It shall consist of: (i) an invoice for the product showing the date of purchase, (ii) product serial number, and (iii) proof of an Approved Installation in accordance with Section 3.1.2 above.

3.1.5 This Onboard Warranty does not affect the customer's statutory rights under applicable national legislation in force or the customer's rights against the retailer arising from the sales/purchase contract. In the absence of any contrary applicable national legislation, this Onboard Warranty will be the customer's sole and exclusive remedy, and Garmin shall not be liable for any incidental or consequential damages for breach of any express or implied warranty.

3.1.5 Onboard Warranty covers labour for the service repair/replacement for specific products only as defined in Appendix 'A', attached hereto.

3.1.6 Onboard Warranty procedure

Customers shall contact Garmin or an authorized service dealer within 30 days of a Garmin/EmpirBus branded marine

product failure for service. All customers and/or dealers are required to perform standard trouble-shooting methods before an actual Onboard Warranty situation shall exist. Customers and dealers can be assisted in doing this by contacting Garmin product support directly at (Inside UK) 08082380000 or (outside UK) +44 3708501242 or [marinedts.europe@garmin.com](mailto:marinedts.europe@garmin.com)

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## 4. WARRANTY EXCLUSIONS

4.1.0 In addition to the limitations above the warranty exclusions set forth below shall apply to both the Standard Marine Consumer Limited Warranty and the Certified Onboard Limited Warranty.

4.1.1 Installations not made in accordance with the installation guidelines detailed in the Garmin/EmpirBus branded user and installation manual provided, may invalidate the warranty.

4.1.2 The warranty policy does not cover product failures due to shipping damage, accident, abuse or misuse, improper storage, alteration or unauthorized repair, corrosion, products on which the serial number has been tampered with, power spikes, vandalism, water ingress or submersion or other acts of God (force majeure) or weather such as lightning, floods, spills of food or liquids, maladjustment of customer, etc.

4.1.3 The warranty policy does not apply if, Garmin/EmpirBus was not notified by the consumer of the alleged defect or malfunction of the product during the applicable limited warranty period.

4.1.4 The warranty policy does not apply if, the Garmin/EmpirBus branded product was used with or connected to an accessory not supplied by Garmin/EmpirBus or fit for use with Garmin/EmpirBus branded products or used in a manner other than its intended use.

4.1.5 Garmin assumes no responsibility for damage incurred during installation.

4.1.6 Onboard Warranty does not extend to owner installations.

4.1.7 The warranty policy does not cover costs associated with non-Garmin manufactured transducers, damage due to improper transducer configuration, and transducer replacements or haul-outs and launches. It also does not cover shop supplies, lost production time, or collateral damage.

4.1.8 The warranty policy does not cover incorrectly specified product, incorrectly specified transducers, incorrect transducer location, transducer aeration problems, RF interference installation problems, existing onboard electrical systems noise or stray voltages, chart cartography errors, or units subjected to or connected to the incorrect voltage supply level or voltage type.

4.1.9 The warranty policy does not cover LCD displays that exhibit faulty pixels that are within technical specifications as determined by Garmin or the Garmin approved LCD supplier.

4.2.0 Software updates, system checkouts or calibrations are not covered unless deemed necessary by the replacement parts in the system being repaired/serviced.

4.2.1 The warranty policy does not cover products for which a suitable proof of purchase showing date, dealer/retailer, serial number, installation invoice (if required), cannot be demonstrated at the time of the request for warranty service.

4.2.2 The warranty policy does not cover costs associated with transducer replacements or haul outs and launches.

4.2.3 The warranty policy does not cover sea trials. If, in exceptional circumstances, you may have a specific case that warrants a sea trial, then please contact Garmin Europe product support for pre-approval by marine warranty administrator.

4.2.4 Garmin assumes no responsibility for damage of non Garmin products connected to the GHP™ 12 or GHP™ Reactor™ Mechanical/Retrofit/Solenoid autopilots.

4.2.5 The warranty policy does not cover damage or costs resulting from the connection of third-party products.

4.2.6 Garmin assumes no responsibility for damage, injury or costs incurred for incorrect EmpirBus system design, lack of redundancy, implementation of fail-safe mechanisms, incorrect installation, lack of system testing after

installation, connected cabling, or improper use of EmpirBus Digital Switching Systems.

4.2.7 Garmin assumes no responsibility for costs incurred for the lack of submission to Garmin or retention of EmpirBus digital switching system graphics and configuration files not created and supplied by Garmin.

4.2.8 Digital switching systems are extremely flexible, and highly configurable. As such, Garmin does not, and cannot, accept responsibility for providing guidelines for every circumstance and eventuality that may be encountered when designing and installing a digital switching system.

4.2.9 The warranty policy does not cover normal wear and tear or misuse, or cosmetic damage, such as scratches, nicks and dents.

4.3.0 The warranty policy does not cover improper or insufficient care or maintenance. As a result, the warranty policy does not cover trolling motor products that have not been maintained as required by the applicable Trolling Motor Maintenance Manual or any costs associated with performing maintenance required by the applicable Trolling Motor Maintenance Manual.

4.3.1 The warranty policy does not cover trolling motor products used in saltwater or brackish water.

4.3.2 The warranty policy does not cover damage caused by accident, incorrect installation, incorrect stowing, abuse, misuse, water, flood, fire, other acts of nature or external causes, or failure to obtain required annual maintenance service of a trolling motor product.

4.3.3 The warranty policy does not cover damage to a product that has been connected to power and/or data cables that are not supplied by Garmin or damage to a product that has been connected to cables that are not certified by UL (Underwriters Laboratories) and are not labelled as Limited Power Source (LPS).

4.3.4 The warranty policy does not cover costs associated to normal maintenance or replacement of parts or accessories that are not defined as a manufacture defect.

4.3.5 The warranty policy does not cover freight costs associated with the return of defective equipment to Garmin nor is such freight payable by Garmin.

4.3.6 The warranty policy does not cover water intrusion caused by high pressure water sprayers or damage to products caused by harsh chemicals.

4.3.7 The warranty policy does not cover costs associated with modified or painted products outside of manufacture specifications.

4.3.8 Product Recalls - In the event Garmin chooses to recall a product from the field we reserve the right to set a fair rate for removal and replacement of such equipment based on the situation at hand.

4.3.9 Garmin reserves the right to refuse any warranty service claim it deems unfair or non-conforming to the policies and procedures set forth in this warranty document. In addition, Garmin reserves the right to refuse to pay warranty labour reimbursement to any service dealer it finds not performing quality work or manipulating this warranty policy in a way that is not in the interest of Garmin and the customer.

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## **5. ONBOARD WARRANTY CLAIMS PROCEDURE**

5.1.0 Claim forms must be submitted to Garmin for all Onboard Warranty claims.

5.1.1 All warranty claim forms must be completed in English.

5.1.2 Each Onboard Warranty claim must be accompanied by a warranty claim form which must be completed in full and is used to track the claim. It is to be quoted in any matters regarding the claim.

5.1.3 Failure to complete the form fully, missing information or insufficient information will delay processing the claim and may result in claim rejection.

5.1.4 All completed onboard warranty claim forms must be returned to the Warranty Claims Department.

#### 5.2.0 Service Reports

A completed service report must be attached to the warranty claim form. The service report should include fault symptoms, repair remedy and include reason for additional labour, travel and/or mileage if approved by Garmin.

5.2.1 All service reports must be completed in English.

#### 5.3.0 Onboard Warranty Labour Rates

Labour will be paid at the agreed rate within your territory for all warranty claims made in accordance with this warranty policy.

5.3.1 The maximum reimbursable allowance will be in accordance with Garmin policy. There are no overtime or other premium rates.

#### 5.4.0 Onboard Warranty Travel and Mileage Allowance

Travel time and mileage will be reimbursed for claims that meet the onboard warranty terms.

5.4.1 Details of travel time, stating location of boat, service agent who conducted the repair, and any documentary proof of travel payments should be supplied with the warranty claim or travel expenses will be rejected.

5.4.2 If within a reasonable distance, Garmin expects the installing dealer to carry out the Onboard Warranty service. In other situations, it is expected that the nearest service agent to the vessel will carry out the onboard warranty service, therefore keeping costs of travel time and mileage to a minimum. Should the travel time and mileage exceed what is expected to be reasonable, prior authorisation from Garmin is required.

#### 5.5.0 Maximum Repair Times

The current maximum repair times are detailed by Garmin. Variation from these amounts must be approved by the Garmin Europe Marine Warranty Administrator in this instance please state contact name in service report.

#### 5.6.0 No Sea Trial Allowance

Garmin makes no allowance for sea trials, which are generally charged to the customer. If, in exceptional circumstances you may have a specific case that warrants a sea trial please contact the Garmin Europe Marine Warranty Administrator for approval. Details of this approval must be attached to your warranty claim.

#### 5.7.0 Product Returns Procedure

Return of defective product must have a Returned Material Authorisation (RMA) number clearly marked on outside of the package

5.7.1 Each returned product must display the RMA number and warranty claim form attached to enable faults and returns to be identified and warranty claim to be credited.

#### 5.7.2 Freight Costs

Freight costs associated with the return of defective equipment to Garmin are payable by the customer/service agent.

#### 5.7.3 Product Recall

Dealers will be advised of the course of action you need to take should this situation arise.

#### 5.7.4 Unauthorized returns

Any products arriving at Garmin without a RMA number clearly displayed on the outside of package will be classified as unauthorised returns and the products will immediately be returned along with an invoice for shipping costs.

#### 5.7.5 Replacement Units – Swap Out Product

Products not included in the Onboard Warranty should be returned to Garmin at customer's return transportation cost for repair or customer may be offered a complete unit as a replacement. See Appendix 'A', attached hereto, for the list of specific products that are included in the Onboard Warranty.

5.7.6 Returned products should be sent to the address provided by your Garmin dealer with the RMA number clearly displayed on the outside of the package

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## APPENDIX A

Approved Installation in Accordance with Section 3.1.3.  
Onboard Warranty applies to the following specific products only

## **Garmin Marine Products**

### **Radar Scanners**

GMR™ 18HD / 18HD+ / 18xHD  
GMR 24HD / 24xHD  
GMR 424xHD2  
GMR 62X / 122X / 252X xHD2  
GMR Phantom™ Radome Series  
GMR Phantom Open Array Series  
Sailboat mast install (additional)

### **Sensors**

GA™ 38  
GPS 19x NMEA 2000  
GPS 19x HVS  
GSD™ 24 / 25 / 26  
GCV™ 10 / 20  
Meteor™ 300  
Garmin Heading Sensors

### **MFD Chartplotters**

Required Software Update  
GPSMAP 74xx / 76xx Series  
GPSMAP 84xx / 86xx / 87xx(2)  
GPSMAP 7X2 / 9X2 Series  
GPSMAP 10X2 / 12X2 Series  
GPSMAP 12X2 Touch Series  
echoMAP CHIRP/ PLUS/ ULTRA

### **Instruments**

GMI™ 20  
GNX™ Wind  
GND™ 10  
gWind™ Series  
GNX™ 20 / 21 / 120 / 130  
GRID 20

### **VHF Radios / AIS**

VHF 200 / 200i / 300 / 300i  
VHF 115 / 215 / 215AIS / 315  
VHF 210 AIS / 210i AIS / 300 AIS  
AIS™ 300 / 600 / 800

### **Garmin GHP™ 12 / 20 / Compact / Reactor™**

Pump (1.0, 1.2, 2.0, 2.1, smart)  
ECU™ or CCU™  
GHP™ Gateway  
Shadow Drive™  
GHC™ 20  
Class A/B Drive Unit (Garmin)

### **NXT DCM / Connect 50**

NXT MCU / WDU  
Control SP12 / 8BP / SP8

### **Garmin Transducers(3)**

Panoptix™ Series  
GT / CV Series In / Thru-Hull

**Garmin Kicker Pilot**  
Kicker Throttle Actuator  
Kicker Steering Actuator

**(2) Volvo Penta Glass Cockpit standalone and monitors are applicable**

(3) Garmin transducer replacement for haul-out and launch costs, invoices required

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**APPENDIX B**

**Approved Installation in Accordance with Section 3.1.2.**

Three-year Warranty/Onboard Warranty applies to the following specific products only

**Garmin Marine Products**

Force™ Trolling Motor  
Complete Trolling Motor  
Drive System  
Mount