

# Limited Warranty Agreement

**LIMITED 2 YEAR WARRANTY.** Canada Metal (Pacific) Ltd., manufacturer of IntelliSteer and associated products warrants the original end user (the "Purchaser"), provided that the recommended installation and maintenance procedures set forth in the manual that has been provided with the Equipment (the "Manual") have been followed, and subject always to the other provisions of this Agreement, that the Equipment is free from defects in workmanship and materials, under normal use and service and will perform substantially in accordance with the specifications set forth in the Manual for a period of two (2) years from the date of purchase of the Equipment by the Purchaser.

This Limited Warranty covers the cost of shop labor and materials when the defective Equipment are delivered to Canada Metal (Pacific) Ltd.

**NOTICE OF DEFECT.** The Limited Warranty will not apply to any defective Equipment unless written notice of such defect is given to Canada Metal (Pacific) Ltd., by mail to Customer Service at 7733 Progress Way, Delta, BC, Canada, V4G 1A3, or by facsimile to Canada Metal (Pacific) Ltd. At 1-604-952-2650, and is received by Canada Metal (Pacific) Ltd. Within ten (10) days of the date upon which the defect first become known to the Purchaser. Notices sent by mail will be deemed to be received by Canada Metal (Pacific) Ltd. on the seventh (7th) day first following the date of posting in North America and on the tenth (10th) day next following the date of posting anywhere else in the world. Notices sent by facsimile will be deemed to be received by Canada Metal (Pacific) Ltd. on the date of transmission with appropriate answerback confirmation.

**WARRANTY LIMITATIONS.** The Limited Warranty shall not be effective and shall be void, if the Equipment or its components are (i) not installed or used under normal conditions as recommended by Canada Metal (Pacific) Ltd.; (ii) subjected to abuse, neglect, or carelessness; (iii) altered or repaired by anyone not authorized by Canada Metal (Pacific) Ltd. during the term of this Limited Warranty; (iv) subjected to all non-pleasure use; (v) subjected to use exceeding twelve (12) volt (v) direct current (dc); (vi) subjected to use exceeding vessel trolling speeds.

This Limited Warranty does not cover, and Canada Metal (Pacific) Ltd. is not responsible for structural elements of the vessel upon which the Equipment is installed, or any electrical or mechanical fittings, or components not supplied by Canada Metal (Pacific) Ltd. Canada Metal (Pacific) Ltd. is not responsible for the proper installation of the Equipment or its supporting components, and it is the responsibility of the Purchaser to ensure that the supporting elements, and the Equipment's connection thereto, are properly engineered. The Purchaser shall periodically inspect all structural and supporting elements of the vessel and Equipment for signs of wear, corrosion, and/or visible deterioration. The Purchaser shall discontinue use of the Equipment at the first indication of deterioration.

The Limited Warranty shall not be valid except when delivered by an authorized dealer, representative or installing boat builder or shipyard, and the Purchaser shall not be entitled to rely on any other representations or warranties, whether oral or written, except as provided in this limited warranty.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ANY WARRANTY IMPLIED BY STATUTE AND NOT EXCLUDED HEREIN, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS IN EFFECT ONLY DURING THE DURATION OF THE EXPRESS WARRANTY SET FORTH HEREIN.

This warranty gives the Purchaser specific legal rights, and the Purchaser may also have other rights which may vary from country to country or state to state. This warranty shall be constructed pursuant to the laws of the Province of British Columbia.



**MAKING A WARRANTY CLAIM.** The Purchaser shall establish its warranty claim by delivering to Canada Metal (Pacific) Ltd. to Customer Service at 7733 Progress Way, Delta, BC, V4G 1A3, within the period of this Limited Warranty, a statement in clear and concise terms setting forth the basis of the warranty claim together with proof of purchase, the make and model of the Equipment, the date on which the Equipment was installed, the name and return address of the party making the claim, and the name of the person or company installing the Equipment. Upon receipt of a valid warranty claim, Canada Metal (Pacific) Ltd. reserves the right to either repair or replace the Equipment or its components on board the vessel upon which its is installed, or require the Purchaser to return the defective Equipment and/or components to Canada Metal (Pacific) Ltd. to Customer Service at 7733 Progress Way, Delta, BC, V4G 1A3.

This Limited Warranty shall include the cost of materials and labor for the repair or replacement of the Equipment or its components to Canada Metal (Pacific) Ltd. Customer Service. However, where the Purchaser requires the Equipment or its components to be repaired or replaced on board the vessel upon which it is installed, all expenses associated with the transportation of product(s), transportation of field service technician(s), and all in-the-field collateral support are the Purchasers responsibility and are not covered by this warranty.

Warranty Registration Card  
Limited Warranty



(Please Type or Print)

Serial No.:	_____	Vessel Owner:	_____
Model No.:	_____	Address:	_____
Date of Purchase:	_____		_____
Purchased From:	_____		_____
Vessel Name:	_____		_____
Vessel Manufacturer:	_____	Telephone No.:	_____
Vessel Length:	_____	Date:	_____
Vessel Usage:	_____	Buyer Signature:	_____

**MAIL OR FAX THIS PORTION IMMEDIATELY!**

