



## **MARITIME LIMITED WARRANTY POLICY AND PROCEDURES**

**For Eligible, Qualified Products  
Purchased on or after January 1, 2011**

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## **1. Introduction to the FLIR Maritime Limited Warranty**

As detailed below, FLIR Commercial Systems, Inc. and its affiliates (“FLIR”) warrants its **First Mate; M-Series; Navigator II** and **Voyager II** maritime products purchased directly from FLIR, from an authorized FLIR dealer, or installed on a new vessel by an Original Equipment Manufacturer (OEM) (the “Products”) to be free from defects in material and workmanship for a period of two (2) years from: (a) the date the Products were first purchased; or (b) in the case of Products installed on a new vessel by an OEM, the date the vessel was first delivered (the “Purchase Date”) to the first retail customer of the Products or of the vessel (the “Original Customer”).

***By registering a new M-Series thermal camera with FLIR, you can upgrade the 2-year Standard Limited Warranty to a 3-year Extended Limited Warranty at no additional cost.***

In North America, FLIR also offers On-Board Repair Service, a Warranty Service Program and Advance Warranty Replacement for some Products. These programs and services, when available, are designed to help minimize the down-time of Products that may require warranty repair.

**Your Proof of Purchase documentation is important. Please keep it in a safe place.**

*FLIR Products are not a substitute for possessing and exercising the independent judgment and skill needed to safely and effectively operate any vessel or engage in any marine activity.*

## **2. FLIR MARITIME LIMITED WARRANTY STATEMENT**

THE LIMITED WARRANTIES AND REMEDIES IN THE FLIR MARITIME LIMITED WARRANTY 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 ORIGINAL CUSTOMER SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

IN NO EVENT SHALL FLIR COMMERCIAL SYSTEMS, INC. OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE, INABILITY TO USE, IMPROPER RELIANCE ON, OR FROM ANY DEFECTS IN THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS FLIR MARITIME LIMITED WARRANTY DOES NOT AFFECT A CUSTOMER'S RIGHTS AGAINST A RETAILER ARISING FROM A SALES/PURCHASE CONTRACT.

FLIR, IN ITS SOLE DISCRETION, RETAINS THE RIGHT TO REPAIR OR REPLACE THE PRODUCT, WHICH, IN THE ABSENCE OF ANY APPLICABLE LAW TO THE CONTRARY, SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

## **3. 2-Year Standard Limited Warranty**

Subject to the terms, conditions, limitations and exclusions in the FLIR Maritime Limited Warranty, all covered FLIR Products are warranted to be free from defects in material or workmanship for a period of two (2) years from the date the Product was purchased by the Original Customer (the “Standard Limited Warranty Period”). During this period and for the Original Customer, FLIR will, at its sole option, repair or replace any components that fail in normal use.

If the Standard Limited Warranty applies to you, FLIR will not charge you for parts or labor for warranty repairs or replacements. However, the cost of transporting your warranted Product to FLIR for repair or replacement is your responsibility and is not covered by FLIR.

Some customers may have the option to purchase a Refurbished FLIR Product instead of a new Product, typically at a reduced price or as part of a warranty exchange. A Refurbished FLIR Product is a Product that was repaired or rebuilt and fully tested by FLIR to ensure that it meets all Product performance specifications. A Refurbished Product may have observable cosmetic blemishes, but such blemishes will in no way affect Product performance.

This 2-Year Standard Limited Warranty applies equally to both new Products and Refurbished Products (EXCLUDING REFURBISHED M-SERIES THERMAL CAMERAS), EXCEPT THAT OBSERVABLE COSMETIC BLEMISHES NOT AFFECTING PRODUCT PERFORMANCE ON ANY REFURBISHED PRODUCT THAT A CUSTOMER CHOOSES TO PURCHASE OR ACCEPT AS PART OF A WARRANTY EXCHANGE ARE EXPRESSLY EXCLUDED FROM WARRANTY COVERAGE.

Refurbished M-Series Thermal Cameras are covered under the balance of the original 2-Year Standard Limited warranty from the date of original purchase, or ninety (90) days from the date of subsequent purchase, whichever is longer.

During the Standard Limited Warranty Period, some Products are also eligible for FLIR's On-Board Repair Service at no additional charge (see Section 7, "On-Board Repair Service").

#### **4. 3-Year Extended Limited Warranty**

Subject to the terms, conditions, limitations and exclusions in this FLIR Maritime Limited Warranty, ALL NEW M-SERIES THERMAL CAMERAS REGISTERED WITH FLIR WITHIN NINETY (90) DAYS FROM THE DATE THE PRODUCT WAS FIRST PURCHASED BY THE ORIGINAL CUSTOMER are warranted to be free from defects in material or workmanship for a period of three (3) years from the date the M-Series Thermal Camera was purchased by the original customer (the "Extended Limited Warranty Period"). During this period and for the original customer, FLIR will, at its sole option, repair or replace any components that fail in normal use. Upon successful registration of the M-Series Thermal Camera, the 3-Year Extended Limited Warranty replaces the 2-Year Standard Limited Warranty.

If the Extended Limited Warranty applies to you, FLIR will not charge you for parts or labor for warranty repairs or replacements. However, the cost of transporting your warranted M-Series Thermal Camera to FLIR for repair or replacement is your responsibility and is not covered by FLIR.

Certain Products may also be eligible for FLIR's On-Board Repair Service at no additional charge during the Extended Limited Warranty Period (see Section 7, "North American On-Board Repair Service").

Refurbished M-Series Thermal Cameras are not eligible for the 3-Year Extended Limited Warranty upgrade.

#### **5. Registering Your Maritime Product with FLIR**

By registering your Product with FLIR, you will receive important Product announcements, updates and other information designed to enhance the use and enjoyment of your Product.

Additionally, if you register your new M-Series Thermal Camera with FLIR at [www.flir.com/productreg](http://www.flir.com/productreg), the 2-Year Standard Limited Warranty is upgraded and replaced by the 3-Year Extended Limited Warranty at no additional cost. To qualify for the 3-Year Extended Limited Warranty upgrade, THE PRODUCT REGISTRATION MUST BE COMPLETED WITHIN NINETY (90) DAYS FROM THE DATE THE NEW M-SERIES THERMAL CAMERA WAS FIRST PURCHASED BY THE ORIGINAL CUSTOMER.

## **6. Procedures for Standard and Extended Limited Warranty Repairs and Returns**

For complete information on troubleshooting your Product before returning it under warranty, and for information on how and where to return your Product in the event warranty repair is required, contact your local authorized FLIR dealer or the appropriate FLIR Support Team (see Section 11, "Contacting FLIR").

Certain Products may also be eligible for FLIR's On-Board Repair Service at no additional charge during the Standard Limited Warranty Period or Extended Limited Warranty Period that applies to you (see Section 7, "On-Board Repair Service").

If you must return your Product to FLIR, be sure to remove all accessories and personal information from the Product; securely re-package the Product for shipping; and include inside the package along with the Product being returned:

1. Your name, return address and telephone number;
2. The FLIR issued return material authorization (RMA) number,
3. A detailed description of the reason for the warranty return; **and**
4. Valid proof of purchase including date and place of purchase and Product serial number(s).

FLIR IS NOT RESPONSIBLE FOR MARITIME PRODUCTS THAT ARE LOST OR DAMAGED DURING SHIPMENT AND ALL SHIPPING AND INSURANCE COSTS ARE THE CUSTOMER'S SOLE RESPONSIBILITY. FLIR STRONGLY RECOMMENDS THAT YOU ADEQUATELY INSURE ANY MARITIME PRODUCT THAT IS RETURNED TO FLIR FOR WARRANTY SERVICE.

### **6.1. North American Warranty Service Program**

DURING THE FIRST YEAR OF A VALID STANDARD LIMITED WARRANTY PERIOD OR EXTENDED LIMITED WARRANTY PERIOD, the FLIR Warranty Service Program may allow you to "hot swap" your Product with a Refurbished Product instead of waiting to have your Product repaired.

Participation in the Warranty Service Program is completely voluntary.

THE WARRANTY SERVICE PROGRAM IS ONLY AVAILABLE IN NORTH AMERICA AND NOT ALL PRODUCTS ARE ELIGIBLE FOR THE WARRANTY SERVICE PROGRAM.

For more information and to see if your Product is eligible, contact your local authorized FLIR dealer or the appropriate FLIR Support Team (see Section 11, "Contacting FLIR").

### **6.2. North American Advance Warranty Replacement**

DURING THE FIRST YEAR OF A VALID STANDARD LIMITED WARRANTY PERIOD OR EXTENDED LIMITED WARRANTY PERIOD, the FLIR Advance Warranty Replacement program may enable you to receive a replacement product from FLIR before FLIR receives the Product that you are returning under warranty. Advance Warranty Replacement must be specifically requested when you first contact your local authorized FLIR dealer about a warranty return.

ADVANCE WARRANTY REPLACEMENT IS ONLY AVAILABLE IN NORTH AMERICA AND NOT ALL PRODUCTS ARE ELIGIBLE FOR THE WARRANTY SERVICE PROGRAM.

In order to qualify for Advance Warranty Replacement:

- FLIR must have the same Product and model available to send to you as a replacement;
- your original Product must have been purchased on or after January 1, 2011; and
- your original Product must have been installed by an authorized FLIR dealer or OEM.

If your Product (the "Original Product") qualifies for Advance Warranty Replacement, FLIR will charge you the full Manufacturer's Suggested Retail Price (MSRP) for a product to replace the Original Product and shipping and handling for the cost of sending the replacement product to you. If the Original

Product is received by FLIR within thirty (30) days from the date FLIR ships a replacement product to you, FLIR will refund both the MSRP and the shipping and handling that you were charged for the replacement product (but not any shipping costs you incurred returning the Original Product to FLIR, which are your responsibility).

IF YOU DO NOT RETURN YOUR ORIGINAL PRODUCT TO FLIR WITHIN THE REQUIRED THIRTY (30) DAYS, OR IF FLIR DETERMINES THAT THE ORIGINAL PRODUCT IS NOT COVERED UNDER WARRANTY OR IS EXCLUDED FROM WARRANTY COVERAGE FOR ANY REASON, YOU WILL NOT RECEIVE A CREDIT OR REFUND FROM FLIR FOR THE MSRP OR FOR THE SHIPPING AND HANDLING COSTS YOU WERE CHARGED FOR THE REPLACEMENT PRODUCT. IF FLIR DETERMINES THAT THE ORIGINAL PRODUCT IS NOT COVERED UNDER WARRANTY OR IS EXCLUDED FROM WARRANTY COVERAGE FOR ANY REASON, YOU WILL ALSO BE RESPONSIBLE FOR ANY COSTS INCURRED BY FLIR FOR INSPECTING YOUR ORIGINAL PRODUCT AND FOR THE COST OF RETURNING YOUR ORIGINAL PRODUCT TO YOU.

To request Advance Warranty Replacement for your Original Product, contact your local authorized FLIR dealer or the appropriate FLIR Support Team (see Section 11, "Contacting FLIR").

## **7. North American On-Board Repair Service**

On-Board Repair Service is a convenient way to have your Product repaired or replaced by an authorized FLIR dealer without first having to remove the Product from your vessel. On-board Repair Service is only provided in Canada and the United States.

### **7.1. Products Under Warranty that are Eligible for On-Board Repair Service**

#### **7.1.1. FLIR Authorized OEM Installed Products**

All FLIR authorized OEM installed Products are eligible for On-Board Repair Service at no additional charge during the Standard Limited Warranty Period or Extended Limited Warranty Period that applies to you, subject to the terms, conditions, limitations and exclusions in 7.2. and in this FLIR Maritime Limited Warranty.

#### **7.1.2. Non-OEM Installed Products**

Only the following non-OEM installed Products are eligible for On-Board Repair Service at no additional charge during the Standard Limited Warranty Period or Extended Limited Warranty Period that applies to you, subject to the terms, conditions, limitations and exclusions in 7.2. and in this FLIR Maritime Limited Warranty:

- **M-Series;** and
- **Navigator II;**

### **7.2. Qualifying an Eligible Product for On-Board Repair Service**

Subject to the following conditions, limitations and exclusions, to qualify for On-Board Repair Service at no additional charge:

- the eligible Product must be installed on a vessel that is located within two (2) hours round-trip travel by automobile of an authorized FLIR dealer;
- there must be verification that the eligible Product was installed by an authorized FLIR dealer or OEM; and
- the eligible Product must have been PURCHASED and INSTALLED IN THE UNITED STATES OR CANADA.

### 7.3. On-Board Repair Service for All Other Products

For information about purchasing FLIR's convenient On-Board Repair Service for Products under warranty that are not eligible for this Service or for Products that are no longer covered under warranty, contact your local authorized FLIR dealer or the appropriate FLIR Support Team (see Section 11, "Contacting FLIR").

## 8. Procedures for Obtaining On-Board Repair Service

If you have a Product that qualifies for On-Board Repair Service under warranty, in order to obtain On-Board Repair Service at no additional charge you must provide the authorized FLIR service agent with the following, prior to commencement of service:

1. Valid proof of purchase confirming:
  - (a) the date of purchase;
  - (b) the name and location of the authorized FLIR dealer or OEM where you purchased the Product;
  - (c) the Product serial number; **and**
2. Valid proof of installation by an authorized FLIR dealer or OEM in the United States or Canada.

IF YOU DO NOT PROVIDE THE VALID PROOF OF PURCHASE REQUIRED ABOVE WITHIN THIRTY (30) DAYS OF AN ON-BOARD SERVICE VISIT, FLIR RESERVES THE RIGHT TO CHARGE YOU FOR THE ON-BOARD SERVICE VISIT AND ANY REPAIRS MADE ON AN OUT-OF-WARRANTY BASIS. ALL OTHER MARITIME LIMITED WARRANTY CONDITIONS, LIMITATIONS AND EXCLUSIONS ALSO APPLY.

For information on obtaining FLIR's convenient On-Board Repair Service for Products under warranty that are not eligible for this Service or for Products that are no longer covered under warranty, Contact your local authorized FLIR dealer or the appropriate FLIR Support Team (see Section 11, "Contacting FLIR").

## 9. IMPORTANT MARITIME LIMITED WARRANTY CONDITIONS AND EXCLUSIONS

Any Product that is repaired or replaced under warranty will be warranted only for the remaining balance of the applicable original Standard Limited Warranty Period or Extended Limited Warranty Period or for ninety (90) days from the date of the repair, whichever is longer.

IN ADDITION TO ALL OF THE OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS SPECIFIED IN THE FLIR MARITIME LIMITED WARRANTY, FLIR IS NOT RESPONSIBLE FOR, AND THE WARRANTY DOES NOT COVER, ANY AND ALL OF THE FOLLOWING:

- Failures or defects due to accident, abuse, misuse, high pressure washing, shipping damage, alteration, incorrect and/or non-authorized repair, improper siting or installation (whether or not by an authorized FLIR dealer), or failure to comply with Product user information or guidance;
- Products where the serial number has been altered, obscured or is missing;
- Failure of or defects in third party software or services supplied with, or accessible via, the Product;
- Failure of a Product not sold under the FLIR brand name (which is supplied with the warranty provided by its manufacturer);
- Routine maintenance and checks, software revisions or updates, alignment/calibration, sea trials or commissioning unless required by replacement of parts in the area being aligned;
- Repair or replacement of items intended to be consumed or replaced including (without limitation) fuses and batteries;
- On-Board Repair Service for Products excluded by Sections 7.1.1. or 7.1.2.; or that are ineligible under Section 7.2.;
- Recovery or replacement of personal information or settings stored on a Product;

- All associated costs, including (without limitation) taxes, travel or transport, Product de-installation or re-installation, launch or docking fees, hauling, shipping or towing fees, communication charges, accommodation or subsistence, customs, or arising from replacement of the Product, all of which are the Customer's responsibility;
- Overtime or premium labor work outside normal working hours;
- Differences in material, coloring or size that may exist between actual Products and the pictures or descriptions of such Products in Product advertising, literature or on the Internet;
- Damage caused to other equipment, systems or components occasioned by improper installation, connection or use of the Product; or
- Cosmetic blemishes including scratches and dents on Refurbished products.

**THIS FLIR MARITIME LIMITED WARRANTY DOES NOT HAVE THE EFFECT OF EXCLUDING OR LIMITING THE CUSTOMER'S STATUTORY RIGHTS UNDER THE APPLICABLE NATIONAL LEGISLATION. THIS WARRANTY COMPLIES WITH EU DIRECTIVE 1999/44/EC.**

#### **10. Out-of-Warranty and Non-Warranty Evaluation, Service and Repair**

FLIR may, in its sole discretion, agree to evaluate for potential service or repair a Product that is out-of-warranty or not covered under warranty. For information on obtaining out-of-warranty or non-warranty service or repair, contact your local authorized FLIR dealer or the appropriate FLIR Support Team (see Section 11, "Contacting FLIR").

Any out-of-warranty or non-warranty service or repair performed by FLIR comes with a one hundred and eighty (180) day limited warranty covering parts and labor only, which begins as of the date the Product is shipped by FLIR back to the customer. Any Product that is sent to FLIR for evaluation but that is returned to the customer without having been serviced or repaired will be returned in the same condition as it was received, subject to any wear and tear necessary to evaluate the Product, and will not receive any warranty coverage of any kind. Products evaluated but not serviced or repaired are subject to a charge for the time needed to evaluate the Product as requested by the customer, plus the cost of return shipment.

Customers may request an expedited evaluation of a Product, and expedited out-of-warranty or non-warranty service or repair. If FLIR, in its sole discretion, agrees to a request to expedite, additional charges and fees will apply.

If FLIR authorizes an out-of-warranty or non-warranty evaluation, service or repair, be sure to remove all accessories and personal information from the Product; back-up any user data; and securely re-package the Product before sending the Product to FLIR.

ALL COSTS AND FEES OF ANY OUT-OF-WARRANTY OR NON-WARRANTY EVALUATION, SERVICE OR REPAIR ARE SOLELY THE RESPONSIBILITY OF THE CUSTOMER AND ARE DUE AND PAYABLE TO FLIR AT THE TIME OF SERVICE. For more information about applicable prevailing standard labor rates and charges (which may vary location), contact the appropriate FLIR Support Team (see Section 11, "Contacting FLIR").

FLIR IS NOT RESPONSIBLE FOR PRODUCTS THAT ARE LOST OR DAMAGED DURING SHIPMENT AND ALL SHIPPING AND INSURANCE COSTS ARE THE CUSTOMER'S SOLE RESPONSIBILITY. FLIR STRONGLY RECOMMENDS THAT YOU ADEQUATELY INSURE ANY PRODUCT BEING RETURNED FOR OUT-OF-WARRANTY SERVICE.



## **11. Contacting FLIR**

The preferred way to contact FLIR is through your local authorized FLIR dealer. In the United States, you may also contact the appropriate FLIR Support Team listed below:

### **Product Information/Support**

Telephone: 1-877-773-3547

### **Application/Technical Support**

Telephone: 1-805-757-2814    Email: [SBA-ApplicationsEng@flir.com](mailto:SBA-ApplicationsEng@flir.com)

### **Customer Service (Post Sales, Non-Technical)**

Telephone: 1-805-964-9797    Email: [SBA-CameraRepair@flir.com](mailto:SBA-CameraRepair@flir.com)