



Marine Tech Services

Sail & Motor Yacht Systems

WARRANTY TERMS AND CONDITIONS

HOURS OF OPERATION

Monday - Friday 8:00 am to 5:00 pm EST excluding holidays. Technicians are available for Emergency, Holiday and After-hours service calls. Special labor rates will apply.

PRICES/LABOR RATE

Prices and labor rates are subject to change without notice. Trade discounts are available upon prior approval only. MTS must have an original signed and current South Carolina Annual Resale Certificate for Sales Tax on file. Some items are available via special order and may be subject to a special handling fee.

WARRANTY - Parts/Materials (F.O.B. MTS-HHI)

MTS has taken appropriate measures to assure the quality of these products, and that they are backed by their own fully supportable warranty. MTS will provide warranty information for these products upon request. Products returned for warranty evaluation and repair must include a copy of sales invoice and shipment will be at the customer's expense. Warranty of products is the sole responsibility of the manufacturer. With respect to products manufactured by our suppliers, MTS makes no express warranties whatsoever and disclaims any thereof.

WARRANTY - Labor (F.O.B. MTS-HHI)

MTS grants the customer a 90 day warranty on workmanship. In the event of a claim of defective workmanship, the notice of the warranty claim must be submitted in writing and must describe the claim in sufficient detail to determine the nature of the problem(s), and must be signed by the customer. This warranty does not apply to defects caused by the negligence of the Owner, corrosion or for defective work in areas which are hidden from view or not readily accessible to MTS workmen. This warranty does not include travel expenses, travel time, labor charges or freight charges if required. Parts and/or Labor Warranties may be voided in the event that repairs/services are conducted by others outside of MTS without prior and express written consent by MTS.

PARTS RETURNS

A copy of the sales invoice must accompany all returns. All goods must be returned within 15 days of purchase, in new condition and in original boxes, to receive full credit and not incur a 20% restocking and handling fee. Special orders (non-stock items) items cut to length, and items made to order are not returnable.

PAYMENT

Terms of payment are Due Upon Receipt of Invoice. A service charge of 1.5% will be assessed after 15 days of non-payment and every month thereafter until paid in full. In the event of suit for collection, reasonable attorney's fees and collection costs, including any appellate costs, will be added to the invoice. All estimates approved by the customer will require a 50% deposit or the cost of materials ordered, whichever is greater, prior to ordering of parts or scheduling of the job.

LIABILITY

MTS liability on any claim for loss or damage arising out of or connected with the supplying of goods and services hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods, parts or services thereof involved in the claim. MTS shall not, under any circumstance, be liable for any labor charges without prior written consent by MTS. MTS shall not be liable for any incidental or consequential damages resulting from its work.

INSURANCES

All agreements/contracts are between MTS and the customer. In the event work is funded from insurance proceeds; if the insurer refuses to fund necessary work, customer is responsible for all labor/materials to date and outstanding balances. MTS may terminate the agreement until all outstanding balances have been paid.

DEFAULT

In the event any party defaults in performing any agreement hereof, MTS shall have the right to suspend or terminate its work, to retain all deposits and if necessary, peacefully repossess all materials previously installed and terminate the agreement.

ACCEPTANCE

Acceptance of an MTS estimate to perform services, parts order or issuance of required deposit constitutes agreement to these warranty terms and conditions.

Warranty Terms and Conditions are Subject to Change Without Notice.