

Warranty Statement

All products manufactured by Del Mar Oceanographic, LLC ("DMO") are warranted against defects in workmanship of original parts and materials for one (1) year from the date of original shipment from our facility. This warrant is not transferable or available to any other consumer or user subsequent to the initial purchaser. All third-party sensors (not manufactured by DMO) are not warranted hereunder and are subject only to warranties provided by the original equipment manufacturer. Repairs pursuant to this warranty will be performed only by DMO and shall not extend the duration of the warranty period. Extended warranties may be available for purchase at the time of original purchase.

Products suffering from issues that appear during normal use of the instrument, under its intended purpose, will be repaired or replaced. The customer will bear all costs of shipment to DMO for inspection and repair and ensure the equipment is adequately packed to avoid any subsequent damage during shipping. All other costs, including return shipment, will be borne by DMO when a warranty claim is verified. DMO reserves the right to grant or refuse warranty coverage on a claim-by-claim basis and at the sole discretion of DMO and may require photographs prior to accepting a claim. Under some circumstances and for products where individual components may be user serviceable, DMO may request that only the damaged component(s) be removed returned. Likewise, it may be requested that all third-party integrated goods be returned intact for necessary testing.

This warranty does not cover consumables, normal wear and tear, nor damage caused by negligent use, accident, tampering, improper mooring design, unauthorized repairs or mishandling. Attempted modification or repair of any kind without the prior consent of DMO will immediately void any warranty in force. In the event of a denied claim, return shipping and all customer authorized repair costs will be borne by the customer.

LIMITATION OF LIABILITY: IN NO EVENT SHALL DMO BE LIABLE FOR ANY DAMAGES OR PENALTIES TO THE CUSTOMER, AGENTS OR ANY THIRD PARTY WITH RESPECT TO ANY LOSS OF PRODUCTION, LOSS OF USE, LOSS OF OTHER GOODS, LOSS OF ORDERS, LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE, OR ANY OTHER COSTS ASSOCIATED WITH THE FAILURE OF THE PRODUCTS OR SERVICES AND/OR THE REMOVAL OF PRODUCTS FROM SERVICE, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, TORT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, REGARDLESS OF THE CAUSE INCLUDING LATE DELIVERY. DMO'S LIABILITY, IF ANY, IS LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCTS IN QUESTION.