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WASZP Limited Warranty

The WASZP has been designed and manufactured to ensure a great foiling experience. That's why we offer a strong warranty for our products. If, for some reason, you have an issue with your WASZP that you believe is covered under this warranty, please contact WASZP directly at sales@waszp.com

What is the WASZP Limited Warranty?

WASZP Limited Warranty - Boat

KA Sail Australia (the licensed global reseller of WASZP products) warrants to the original purchaser of a new and unused WASZP boat and associated parts to be free from any manufacturing defects in materials and workmanship when used under normal conditions during the twenty four (24) months following the original purchase.

If any boat is used for any commercial purposes, including use as a charter boat or rental, the warranty shall expire ninety (90) days from date of original purchase.

The limited warranty for the boat may be transferred with the boat upon the sale to a third party if the change of ownership is notified to KA Sail Australia.

Transfer of ownership notification can be completed online.

WASZP Limited Warranty – Components from Other Manufacturers

Warranty claims for standard equipment not manufactured by WASZP (such as cleats or blocks supplied by Harken, Ronstan or others) can be made directly to the relevant manufacturer. KA Sail Australia warrants that these parts were installed correctly and according to the instructions provided by the manufacturer.

What are the Warranty Limitations?

This limited warranty against manufacturing defects, excludes all other warranties, expressed or implied, including, implied warranties of merchantability and fitness for a particular purpose, with regard to WASZP boats, parts and accessories. It excludes any incidental or consequential damages or expenses resulting from any defects. KA Sail Australia's aggregate liability will be limited to an amount equal to the consumers original purchase price, paid for the defective product.

Some state, country, or provincial laws do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. To the extent any limitation or exclusion contained herein is contrary to any country, state, or provincial law, such limitation or exclusion



shall be severable and all other terms herein shall remain in full force and effect and are valid and enforceable.

This warranty gives you specific legal rights and you may also have other rights. For customers who are covered by state, country or provincial consumer protection laws or regulations, the benefits from this warranty are in addition to all rights conveyed by such consumer protection laws.

How to obtain Warranty Service

If you have a problem with your WASZP and you suspect that it may be due to defective materials or workmanship, lodge a warranty claim as soon as practicable and, in any event, within 28 days upon discovery of a potential defect.

No repairs under warranty are to be undertaken without prior written approval of KA Sail Australia.

Warranty Service Process:

Log an online claim.

Follow the instructions and information requirements which may include, but are not be limited to;

- a) The nature of the issue
- b) Circumstances of how the issue occurred (for example sailing in 10-15 knots, and waves)
- c) Attachment of photo(s) or other evidence that show the nature of the defect and

In the online system:

a. KA Sail Australia may elect to replace an item without you returning the faulty item first. In this case you agree that you will keep the item until we ask for it back via an efficient return method, unless your claim status for your item is "customer to destroy".

b. If your claim status for your item is "customer to destroy" you will destroy the item and provide us with photographs of the item destroyed.

c. You may not repair the item, unless we negotiate a price for the faulty item, and you pay us that amount, or we have agreed that you may repair the item to use until the replacement part arrives.

If KA Sail believes that you have abused the terms outlined in a., b. and/or c. we may create an invoice for replacement items. By submitting a warranty claim, you agree to pay for the invoice.

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What we will do if a Fault is Found

If as a result of KA Sail Australia's inspection and assessment a defect attributable to materials or workmanship is found, KA Sail Australia will repair, refurbish or replace the defective part free of charge at the Company's discretion.

What is not covered under this warranty?

This warranty commitment does not cover any other claim conditions in relation to damage or defects, associated directly or indirectly as a result of the following:

- normal wear and tear
- vandalism
- accident, abuse or neglect
- dragging over abrasive or sharp surfaces
- as a result of loading, unloading or dropping
- caused by over tightening on a car, rack system or trailer
- caused by improperly supporting when transporting or storing
- caused while in the possession of a freight carrier, including air transportation
- weather related damage, including but not limited to freezing, prolonged sun exposure, or high winds
- color fading or variations as a result of UV influences
- prolonged storage in temperatures >30 and < 2 degrees centigrade
- failure to follow procedures in sailing and assembly manuals/guides/instructions
- failure to fresh-water rinse equipment after each use or failure to perform normal maintenance
- cleaning with any liquid other than cool, fresh water
- salt water crystallisation resulting in fading, deterioration or failure of materials
- minor water ingress to the hull from normal sailing activities
- water ingress to the foil assembly
- caused by not clearing blockages to the breather hole
- caused by alterations or modifications
- caused by use of excessive force, including over-tightening, pushing or twisting
- caused by repairs not authorised by KA Sail Australia
- caused by hitting submerged objects or beaching
- caused by sailing in wind and waves conditions that are beyond the limits of design
- caused by use for any activity other than its intended purpose or limits of design
- caused by being towed in the water by any additional means
- caused by being sailed by a person or persons whose aggregate weight exceeds 100 kilos
- caused by rapid and /or repetitive body movements through contact with the hull or wings or similar
 actions that exert force upon the boat for the specific purpose of promoting foiling when any part of
 the sailor is positioned outside the outboard wing
- caused by excessive steering at high speed

NASZF:

Who is providing the Warranty

Kingston Range Pty Ltd., trading as KA Sail Australia (the licensed global reseller of WASZP products)

Australian Company Number (ACN): 053 749 116

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