

WORLDWIDE LIMITED WARRANTY

Dini S.r.l. Meccanica di Precisione guarantees that every UBI MAIOR ITALIA® product will not manifest defects in material or workmanship as long as they are properly used and maintained, as per the relative Instruction Manuals. Dini S.r.l. Meccanica di Precisione provides the following warranty to the original purchaser of the product: the warranty is non-transferable and is valid from the date of receipt of the product by the final customer. The purchaser's acceptance of delivery of any UBI MAIOR ITALIA® product covered by this warranty constitutes acceptance of all terms and conditions relative thereto. This warranty gives the purchaser specific legal rights, and may also encompass other legal aspects applicable to this contract. This agreement supersedes any verbal guarantees or statements made prior to the purchase of the product; Any further warranty not contained herein is expressly excluded. The terms, promises, conditions and/or warranty relative to the product, are therefore limited solely to those contained in this agreement. Dini S.r.l. Meccanica di Precisione does not authorize any person to extend the time period or scope of this warranty, or to create or take on any other obligation or liability with respect to UBI MAIOR ITALIA® products for Dini S.r.l. Meccanica di Precisione.

THE LIMITED PRIVATE CUSTOMER WARRANTY

The private customer warranty is applicable to all UBI MAIOR ITALIA® products purchased for use by private individuals and installed on boats used exclusively for recreational purposes. Under this limited private customer warranty, and at the discretion of Dini S.r.l. Meccanica di Precisione, in the case of original defects in materials or workmanship on an UBI MAIOR ITALIA® product, the product or defective part or component, shall be repaired or replaced at no extra charge.

THE LIMITED PROFESSIONAL CLIENT WARRANTY

This limited warranty applies to all UBI MAIOR ITALIA® products purchased for final use by, or on behalf of, any entity other than a private individual or installed on boats used for any purpose other than recreational use, such as for hire, charter or other professional or commercial events or activities. Professional clients may include, but are not limited to, America's Cup Syndicates, international competitive groups, racers in transoceanic and international competitions, business corporations, partnerships, professional companies, charter and commercial agencies.

In the case of original defects in materials or workmanship of an UBI MAIOR ITALIA® product, and at the sole discretion of Dini S.r.l. Meccanica di Precisione, the defective component or product will be repaired or replaced in accordance with the terms of this warranty, at no extra charge.

TERMS AND CONDITIONS

PRIVATE CUSTOMERS

The limited private customer warranty covers any original defects in material or workmanship manifested within five (5) years of the date of receipt of the product by the final customer. The only exception is that of the fabric components of the X3MFlight range, which are guaranteed for two (2) years.

PROFESSIONAL CLIENTS

The limited PROFESSIONAL CLIENT WARRANTY covers any original defects in material or workmanship manifested within twelve (12) months of the date of receipt of the product by the final customer.

NOT COVERED

- Neither the LIMITED PRIVATE CUSTOMER WARRANTY nor the LIMITED PROFESSIONAL CLIENT WARRANTY applies to, nor shall Dini S.r.l. Meccanica di Precisione be held liable for, damages or expenses relating to defects caused by the misuse, abuse, failure to install, use, maintain or store Dini S.r.l. Meccanica di Precisione product as specified in the relative warranty booklet, service booklet, manuals or catalogue.
- neither the LIMITED PRIVATE CUSTOMER WARRANTY nor the LIMITED PROFESSIONAL CLIENT WARRANTY applies to, nor shall Dini S.r.l. Meccanica di Precisione be held liable for, damages or expenses relating to:
- defects in material or workmanship that did not exist when the product was first delivered;
- defects in material or workmanship that are manifested outside the warranty period;
- defects which are not reported to Dini S.r.l. Meccanica di Precisione within sixty (60) days of discovery;
- a product that has been altered or modified from factory specifications;
- damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration or fading;
- accidents, misuse, abuse, abnormal use, improper use, lack of reasonable or proper maintenance or storage;
- installation, wiring, service or repairs improperly performed or replacement parts or accessories not conforming to Dini S.r.l. Meccanica di Precisione's specifications;
- use exceeding the recommended or permitted limits or loads of the product and/or the vessel on which the product is installed;
- normal wear or deterioration occasioned by the use of the product or its exposure to the elements;
- any use other than or besides normal sailing applications;
- loss of time, loss of use, inconvenience, travel expense, costs related to procuring any substitute boat, transportation costs, towing costs, any incidental or consequential damages arising out of the non-use of the boat, or compensation for inconvenience or loss of use while the boat is being repaired or otherwise not available, or other matters not specifically covered hereunder;
- the costs to remove, disassemble or re-install the product;
- the costs or expenses associated with transporting the product to and from Dini S.r.l. Meccanica di Precisione or UBI MAIOR ITALIA® dealer;

- hauling out, storage and re-launching of the boat on which the product has been installed, even where this is necessary to carry out the warranty service.

In addition, the limited PROFESSIONAL CLIENT WARRANTY does not cover, and Dini S.r.l. Meccanica di Precisione shall not be held liable for damages or expenses relating to the following products and/or components:

- components and gears in titanium;
- washers and spacers;
- ball bearings, roller bearings, thrust bearings;
- ratchet furlers.

DAMAGES AND / OR ADDITIONAL CHARGES

Except as expressly provided for by the present warranty, Dini S.r.l. Precision Mechanics can not be held liable for any incidental and / or consequential or any other expenses associated with the use of the product, except damage and costs for which compensation is required by the legislation of the location of the product's original purchase. The content of this warranty is exclusive and excludes other possible remedies.

DISCLAIMER

Any implied warranty of merchantability or fitness for a particular purpose and all implied warranties arising from dealing or trade usage, by statute or otherwise, are hereby strictly limited to the term of this written limited warranty. This Agreement shall be the sole and exclusive remedy available to the Owner with respect to this product. In the event of any alleged breach of any warranty or any legal action brought by the purchaser based on alleged negligence or other tortious conduct by Dini S.r.l. Meccanica di Precisione, the Purchaser's sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent of Dini S.r.l. Meccanica di Precisione is authorized to modify, extend or amplify to this warranty.

JURISDICTION AND APPLICABLE LAW

This warranty is governed by the laws of the EU Member State where the product was originally sold. The exclusive jurisdiction for any legal action brought by the Purchaser under this warranty, or any further legal action, will be the Court of Florence. If the product was sold by a national distributor, the distributor reserves the right to choose the jurisdiction in which the case will be heard. Should Dini S.r.l. Meccanica di Precisione win the case, the Claimant shall reimburse Dini S.r.l. Meccanica di Precisione for all expenses, including all attorneys' fees and court costs incurred by Dini S.r.l. Meccanica di Precisione in defending against said claim.