Head Office: 100 Browns Road, Kingston 7050 TAS Australia
T +61 (3) 6229 0600 F +61 (3) 6229 7030
E info@muir.com.au ABN 36 153 332 042

MUIR ANCHORING SYSTEMS

Mega & Commercial Range — Warranty Policy

Australian made in Hobart, Tasmania

Our Promise — Built to Last

We build every Muir Anchoring System in Hobart, Tasmania, to perform reliably in the most demanding commercial and superyacht service. We believe you will be fully satisfied by the service you receive from your authorised Muir dealer and our industry-leading warranty policy. However, because we appreciate that not all circumstances are the same, and our aim is your complete and lasting satisfaction with our Australian-made Anchoring Systems, **Muir will consider, at its sole discretion, all cases where you believe your product has not performed as expected — even if it is out of warranty.** If we believe our product could have been better, we want to put it right. Therefore, in the unlikely event that you feel the response to a warranty service request is not satisfactory, we encourage you to contact us directly with all the information about your claim at Muir Engineering Pty. Ltd., 100 Browns Road, Kingston, Tasmania, Australia, 7050, +61 (03) 6229 0600, or at warranty@muir.com.au.

Applicable Products

The Mega and Commercial Range is classified as those products included in the most recent publication of the Muir Mega and Commercial Range Catalogue or Website. Generally speaking, this includes all windlasses, winches, capstans, anchoring systems (chain stoppers and rollers), chains and anchors used on large yachts and vessels (25m+), or specifically installed on commercial workboats, fishing vessels, charter vessels, ferries and similar craft.

Registration

Although not compulsory, we strongly recommend that you visit www.muir.com.au/support/warranty/ to complete your online Warranty Registration, so that we hold the most up-to-date contact and installation information at our disposal.

Our Cover

> Muir warrants each new product manufactured by us to be free from defects in material and workmanship for a period of **eighteen (18) months from dispatch from Muir Australia, or twelve (12) months from delivery to the nominated site, whichever concludes first**, unless otherwise agreed in writing.

Our Remedies

If a defect arises during the covered warranty period and is approved as a warrantable defect by Muir, Muir will, at its discretion (or per the laws of the relevant state or jurisdiction in which the product was purchased):

1) Repair the product at no charge using parts that are new or equivalent to new in performance and reliability; or
2) Exchange the product for one of equivalent functionality, formed from new and/or previously used parts that are equivalent to new in performance and reliability — or, with your consent, a product that is at least functionally equivalent to the product it replaces; or
3) Refund the original purchase price.

Where other remedies are lawfully required to be available per the local state or jurisdiction, these shall also be offered as required.

Any repair or replacement carried out under this warranty does not extend or restart the warranty period, which continues to run from its original commencement.

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Conditions and How to Get Service

If something goes wrong with your Muir product, contact Muir, or the dealer, reseller or trade professional from whom you purchased your product.

While this warranty applies to defects in material and workmanship, the following conditions and process must be met and followed:

- For any warranty claim, defective-product information must be provided to Muir, including:
  - Serial number
  - Model number
  - Evidence of purchase (invoice, receipt, contract or commissioning documentation)
  - Photos of the product as installed, showing its current condition
  - A description of the fault or defect
- Muir reserves the right to request that the item be returned to its facility.
- Muir will not be responsible for freight charges, removal, or installation labour on warranty claims.
- Where a product or part is returned to Muir, or parts are shipped internationally, the customer is responsible for all freight, insurance, customs duties, taxes and associated costs both to and from Muir's facility, unless otherwise agreed in writing.
- Muir reserves the right to reject warranty claims where invoices relating to the product in question remain unpaid or unsettled.
- Where invoices remain unpaid 30 days beyond their due date, Muir reserves the right to withhold or retract any class certification and related documentation issued for the product, in addition to any other remedy available to it.

Keeping Your Warranty Valid

To keep this warranty in force, the following conditions must be met. Failure to meet them may reduce or void cover under this express warranty — this does not affect any rights you may have under the Australian Consumer Law:

- The product must be installed and commissioned in accordance with Muir's installation and commissioning guidelines and any applicable classification society or regulatory requirements, and a commissioning report or checklist completed and retained.
- The product must be operated, serviced and maintained strictly in accordance with Muir's published manuals and recommended service intervals, by Muir or a Muir-certified service representative. Service records must be kept and produced to Muir on request.
- Only genuine Muir parts and Muir-approved lubricants, oils and consumables may be used. Fitting non-genuine or unapproved parts may void cover on affected components.
- The product must not be opened, dismantled or repaired other than by Muir or an authorised Muir representative. Warranty is void where the serial number has been removed, altered or defaced.
- You must notify Muir (or your dealer) as soon as reasonably possible, and in any event within 30 days, of a suspected defect becoming apparent, and cease using the product where continued use may cause further damage.

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What This Warranty Does Not Cover

The following is not an exhaustive list, but gives examples of issues that are not claimable under this warranty policy:

- Failures due to products being used in applications for which they are not intended, or that exceed the product's performance specifications.
- Normal worn parts, corrosion, or damage caused by neglect, lack of maintenance, accident, or improper service/installation, or service by persons other than an authorised Muir representative.
- Damaged DC motor terminals (can be caused by not holding the bottom nut when tightening).
- Damaged solenoid terminals (can be caused by not holding the bottom nut when tightening).
- Installation, assembly, electrical wiring, or setup errors caused by parties other than Muir or Muir partners.
- Chain fitment where incorrect chain has been applied to the windlass gypsy, resulting in skipping or jamming (unless a chain sample was provided pre-manufacture).
- Damage caused by improper usage of the equipment.
- Corrosion caused by stray currents and/or a lack of galvanic isolators.
- Corrosion due to broken, chipped, or scratched surfaces.
- Fitment issues due to chain inconsistencies, or variances in size and shape over the length of the chain.
- Issues caused by chain being twisted or knotted.
- Issues caused by insufficient chain tension (gravitational and directional pull from anchor and chain during deployment or retrieval).
- Parts and products that have been modified without explicit approval from Muir.
- Rope incompatibility with the gypsy and capstan drum.
- Damage caused by improper servicing and maintenance.
- Submerged electrical components, or a submerged motor/gearbox.
- Undersized equipment (selection made by parties other than Muir).
- Damage due to unsatisfactory storage or use of equipment prior to installation in the approved/intended manner.
- Products or parts of products that have clearly been fully submerged in salt water.
- Torque limiter failure due to incorrect operation (e.g. holding the power up or down button when no gypsy movement is observed, which suggests slipping of the torque limiter and results in glazed friction discs).
- Damaged AC motor brakes due to incorrect wiring or air-gap setting, or faulty electrical cabinets not supplied by Muir.
- Damage to the anchoring system due to incorrect alignment of the system by the shipyard, contrary to Muir design guidelines.
- Damage where correct oil levels in the gearboxes are not maintained, or where an oil other than that specified by the manufacturer is used.
- Damage because the equipment has not been operated at least every six (6) months to ensure sufficient lubrication for seals and components.
- Cosmetic and surface-finish matters, including surface staining or “tea-staining” of stainless steel, discolouration, minor marks or blemishes, and the normal weathering of finishes, none of which affect structural integrity or function.
- Damage caused by events beyond Muir's control, including lightning strike, electrical surge, fire, flood, grounding, collision, storm or other extreme conditions.

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Liability

All incidental damages, as well as any indirect or consequential loss — including (without limitation) any loss of anticipated profits, damage to reputation or goodwill, loss of expected future business, damages, costs, or expenses payable to any third party, or any other indirect losses — are excluded from this warranty. Implied warranties are limited to the life of this warranty or according to appropriate legislation. We reserve the right to improve the design or materials used on any product without assuming any obligation to modify any product previously manufactured or sold. Any damage to yachts or equipment, personal injury, or death (unless caused, as proven in a court of law, by Muir Engineering's negligence) is also excluded. Warranties of merchantability and fitness are excluded from this warranty.

Legal Notes

This Warranty Policy is your exclusive warranty and replaces all other warranties or conditions of merchantability and fitness for a particular purpose, where legally permitted.

This policy is the entire warranty. No dealer, agent, reseller or employee is authorised to vary it or to make any additional or different warranty on Muir's behalf, and Muir is not bound by any verbal representation.

Some jurisdictions do not allow certain exclusions or limitations of warranties, liability or consumer rights. Where any exclusion, limitation or provision of this warranty is prohibited or unenforceable under the mandatory law applicable to a claim, that exclusion, limitation or provision applies only to the maximum extent permitted by that law, and all other provisions of this warranty remain in full force. Nothing in this policy excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, including (where applicable) under the Australian Consumer Law; these warranty benefits are in addition to any such non-excludable rights.

Governing Law & Jurisdiction

This Warranty Policy, and any dispute or claim arising out of or in connection with it, is governed by the laws of Tasmania, Australia, without regard to conflict-of-law principles. The courts of Tasmania, Australia have exclusive jurisdiction to determine any such dispute, and each party submits to that jurisdiction — except that Muir may bring proceedings in any other court of competent jurisdiction to enforce its rights or recover amounts owing. This governing law applies regardless of the location, movement or flag of the vessel on which the product is installed. Where this policy is translated, the English-language version prevails.

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Warranty Inspection

If something goes wrong with your Muir equipment, contact the shipyard, your Muir-certified service representative, or Muir Australia, and a certified Muir service representative will assist you in resolving the issue. To order a warranty inspection, sign and send this form to the appointed service representative.

Service Charges

Where the reported problem is not considered a warrantable defect, service and commissioning charges will apply. The applicable rates are those set out in Muir's standard Terms & Conditions of Sale, or in the relevant quotation or quote letter for the project. Where those rates are not available, the following indicative hourly rates apply (in AUD, exclusive of GST):

Service / commissioning	Indicative rate (AUD, ex GST)
Weekday (Mon–Fri) day rate — service, first 10 hours	**$190 / hour**
Weekday (Mon–Fri) overtime — beyond 10 hours	**$240 / hour**
Weekend, Saturday, Sunday & public holidays — Service Engineer, 08:00–16:00	**$360 / hour**
Weekend, Saturday, Sunday & public holidays — overtime	**$480 / hour**
Travel, mobilisation and lodging	**At cost plus 15%**

Travel, mobilisation, accommodation and associated expenses incurred in attending a vessel or site are billable to the customer at cost plus 15%, and are not covered by this warranty. All rates are in Australian dollars (AUD), exclusive of GST; weekend and public-holiday rates are assessed by reference to public holidays in Tasmania, Australia. The certified service representative will provide information on the applicable charges prior to inspection.

Signature

Vessel Name _____ Place _____

Serial Number (Muir equipment) _____ Date _____

Signature _____ Name _____

By signing this agreement, I consent to the potential charges stated above. I confirm that I represent and warrant that, on the date of signing, I am an independent legal person duly authorised, validly existing and in good standing under the laws of the place of its establishment or incorporation, with full authority to enter into this agreement.

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WARRANTY CLAIM FORM

If preferred, lodge your claim online at www.muir.com.au/warranty-claims

Customer Name		**Address / Contact**	
Winch Model		**Serial No.**	
Date of Purchase		**Supplied By**	
Vessel Name		**Vessel Length**	
Displacement		**Approx. Hours of Use**	
Anchor Type		**Anchor Weight**	
Chain Size		**Chain / Rode Length**	
Vessel Type	☐ Motor Yacht ☐ Sail Yacht ☐ Work Vessel ☐ Charter Vessel ☐ Ferry ☐ Fishing Vessel ☐ Harbour ☐ Offshore		
Fitted	Relief valve (hydraulic): ☐ Yes ☐ No Chainlock: ☐ Yes ☐ No		
Claim Description			
Referred Correspondence			

Email or mail your completed form to:

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