



SMART
GYRO

Limited Warranty Handbook

MARINE STABILIZERS

Recreational and Light Duty Commercial applications

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LIMITED WARRANTY HANDBOOK	Marine Products Recreational and Light Duty commercial applications
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Introduction

Congratulations on the purchase of your new SMARTGYRO stabilizer(s)!

We are happy to welcome you to the SMART-GYRO family. SMARTGYRO wants you to enjoy your new stabilizer(s) for many years to come and asks you to follow these recommendations:

- Read and understand the Operation Manual before you operate the stabilizer to ensure that you follow safe operating practices and maintenance procedures.
- Keep the handbook in a convenient place for easy access.
- Make sure this handbook is transferred to subsequent owners.

This handbook should be considered a permanent part of the stabilizer and remain with it. For correct maintenance, repair and genuine parts, contact an authorized SMARTGYRO installer.

Your authorized SMARTGYRO installer is always up to date regarding the latest news and technology and is able to answer all your questions concerning your SMARTGYRO stabilizer.

You can find your nearest authorized SMART-GYRO installer by visiting www.smartgyro.com.

Record of Ownership

SMARTGYRO requires that you register your stabilizer to start the warranty.

Take a few moments to record the information you need when you contact SMARTGYRO for service, parts, or documentation.

Stabilizer Model:

Stabilizer Serial No.:

Date of Commissioning:

Installer:

Installer Phone No.:

Owner First and Last Name:

Address:

City:

Country:

Contacts:

Boat Model:

Boat Type:

Application:

Propulsion Type:

Limited warranty coverage

SMARTGYRO S.R.L. (“Smartgyro”) provides this Limited Warranty Handbook to help you take full advantage of the Smartgyro stabilizer you have purchased.

Before installing or using your Smartgyro stabilizer(s), please read and understand this handbook and the applicable Operation Manual(s) carefully. If you did not receive an Operation Manual, please download it from www.smartgyro.com or contact your Smartgyro installer to request a copy.

Smartgyro warrants that at the time of shipping, new Smartgyro stabilizers sold by it and its authorized Smartgyro distributors meet all applicable specifications and will be free from defects in material and workmanship for the Limited Warranty Period.

This Limited Warranty is subject to limitations discussed later in this Warranty Handbook.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SMARTGYRO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, EXCEPT WHERE SUCH DISCLAIMER IS PROHIBITED BY LAW. IF SUCH DISCLAIMER IS PROHIBITED BY LAW THEN IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY.

Smartgyro warrants to the original retail purchaser that it will make any repairs or replacements necessary to correct defects in material and/or workmanship of Smartgyro stabilizers for the Limited Warranty Period.

This Limited Warranty gives you certain legal rights. You may have other rights that vary from state to state and Country to Country.

In the case that the product is transferred to a second retail purchaser during the warranty period, the remaining portion of the warranty may be transferred to the second retail purchaser provided that Smartgyro is notified in writing at the time the second retail purchaser takes possession.

“Remaining portion” refers to the amount of time remaining until the warranty period expires. For example, in the case of a two-year warranty, if the original retail purchaser sells the product after only one year, the remaining one year of warranty coverage will be transferred to the second retail purchaser. Smartgyro must be notified. At such time Smartgyro may, at its discretion, require an inspection by an authorized Smartgyro service centre of any of the Smartgyro stabilizers. If any of the Smartgyro stabilizers cannot pass that inspection, the transfer of this Limited Warranty may be rejected. The cost of the inspection is borne by the purchaser. Transfer of this Limited Warranty will not extend its duration. Smartgyro specifically disclaims any express or implied warranties to the second retail purchaser except as provided herein, and disclaims all warranties, express and implied, to any subsequent purchaser. Smartgyro specifically disclaims any express or implied warranties for Smartgyro products, which are not installed, conform Smartgyro guidelines and standards as mentioned in the Smartgyro Installation Manuals.

Limitations

IMPORTANT:

In order to validate/obtain your SMARTGYRO LIMITED WARRANTY, you must submit your Registration at info@smartgyro.com within 30 days after commissioning of the Smartgyro stabilizer(s).

This Limited Warranty applies only to Smartgyro stabilizers and other products manufactured and sold by Smartgyro or its authorized distributors that are installed and used according to the Smartgyro installation and operation guidelines.

Smartgyro specifically disclaims any express or implied warranties for products manufactured by other companies. If a claimed defect appears to be within the Limited Warranty Period and if Smartgyro has received the applicable warranty registration, Smartgyro may elect to replace or repair any Smartgyro product or part at its discretion.

Smartgyro will undertake the repair or replacement, or part of the product, proven to be defective, at its sole discretion, in a time frame provided by Smartgyro without charge for parts or repair labor. Repair labor is limited to and includes the reasonable cost of labor to remove and reinstall Smartgyro products. Smartgyro, at its sole discretion, will provide options for repair and/or replacement with a factory remanufactured product or a new product.

Recognize that Smartgyro stabilizers are sophisticated, complex pieces of machinery, which can be affected by many variables associated with any given application, and as

such, you understand and agree that any repair may require multiple efforts to reach a remedy and that those efforts may require significant time.

Recreational applications warranty coverage

LIMITED WARRANTY

This Limited Warranty applies to SMARTGYRO stabilizers sold by SMARTGYRO and delivered to the first retail purchaser.

This Limited Warranty begins on the date of commissioning of the stabilizer(s).

When requesting warranty service, you must provide proof of the date of delivery. SMARTGYRO will only accept a web or email written registration that was completed within (30) days from delivery as proof of the date of delivery.

Unless otherwise provided in this handbook or otherwise in writing by SMARTGYRO, the Limited Warranty Period for SMARTGYRO stabilizers is twenty-four (24) months after the date of delivery to the original purchaser or two thousand (2,000) hours of operation (sea hours), whichever occurs first.

1-YEAR EXTENDED WARRANTY COVERAGE

SMARTGYRO warrants extended twelve (12) months after completing the twenty-four (24) months limited warranty.

CONDITIONS - These SMARTGYRO stabilizers must be inspected/serviced by an authorized SMARTGYRO installer within 12 months after the date of delivery to the original retail purchaser. Proof of this inspection shall be provided in the form of signatures and stamps from an authorized SMARTGYRO installer, as required on the "SERVICE AND MAINTENANCE REGISTRATION". In the case of any parts which have been replaced, proof that SMARTGYRO genuine parts have been used for the replacement shall be also provided. As proof, SMARTGYRO will only accept the part

name, together with details of the work undertaken, written by an authorized SMARTGYRO installer in the "Installer stamp & signature box", accompanied by the signature (or stamp) of the installer.

Replacement parts information must also be recorded in the periodic maintenance table, which is provided in the stabilizer's Operation Manual. This is to show compliance with the maintenance procedures.

SMARTGYRO will only accept a web or email written registration that was completed within (365) days after the date of delivery to the original retail purchaser. Unless otherwise provided in writing by SMARTGYRO, the "1 Year Extended Warranty" for SMARTGYRO stabilizers is twelve (12) months after expiry of the Limited Warranty Period or two thousand (2,000) hours of operation (sea hours), whichever occurs first.

Above mentioned SMARTGYRO stabilizer or part repaired or replaced under this warranty will assume the "1 Year Extended Warranty" and the remaining "1 Year Extended Warranty" period or ninety (90) days, whichever occurs last.

COMMERCIAL USE

The Limited Warranty and "1 Year Extended Warranty" coverage outlined in this paragraph (e.g. RECREATIONAL APPLICATIONS WARRANTY COVERAGE) applies ONLY to SMARTGYRO stabilizers purchased by consumers and being used solely for recreational purposes and not for any commercial application. For SMARTGYRO stabilizers

sold into or used in a Light Duty Commercial application, please refer to the applicable section in this manual for any applicable warranty coverage.

Light Duty Commercial applications Limited warranty coverage

DEFINITION OF A LIGHT DUTY COMMERCIAL APPLICATION

Any stabilizer used in revenue producing, government service or rental use is considered a non-recreational craft application and is not covered by the SMARTGYRO Recreational Limited Warranty policy.

Rental use is defined as a vessel used for pleasure charter, typically sailboats, sailing catamarans, power catamarans and trawlers. For a stabilizer to be considered for a Light Duty Commercial application it must fall within the following guidelines:

- Annual operation hours must not exceed one thousand (1,000) hours.

LIMITED WARRANTY

This Limited Warranty applies to SMARTGYRO stabilizers sold by SMARTGYRO and delivered to the first purchaser.

This Limited Warranty begins on the date of commissioning of the stabilizer(s). When requesting warranty service, you must provide proof of the date of delivery. SMARTGYRO will only accept a web or an email written registration that was completed within (30) days of delivery as proof of the date of delivery.

Unless otherwise provided in this handbook Or otherwise in writing by SMARTGYRO, the Light Duty Commercial (LDC) Limited Warranty Period for SMARTGYRO stabilizers is one (1) year or one thousand (1,000) hours, whichever occurs first.

Procedures for Recreational & Light Duty Commercial warranties

If you believe that a SMARTGYRO stabilizer you purchased fails to perform within applicable specifications or is defective in its materials or workmanship, you must contact an authorized SMARTGYRO installer within (30) days after discovering the problem.

Your authorized SMARTGYRO installer will give you the name, address and telephone number of the service facility where you should take your SMARTGYRO stabilizer(s) for inspection and/or repair. You are responsible for transporting your SMARTGYRO stabilizer(s) to and from the designated service facility. However, your SMARTGYRO installer may arrange for the necessary inspection and/or repair to be made on-site, at SMARTGYRO's sole discretion. To find the nearest SMARTGYRO installer or other authorized repair facility, visit www.smartgyro.com or contact SMARTGYRO Head Office.

Non-conforming or defective items must be held for inspection by SMARTGYRO or an authorized SMARTGYRO installer and, if requested, returned to the SMARTGYRO Head Office in La Spezia, Italy. Any item replaced under this Warranty becomes the property of SMARTGYRO.

The foregoing is SMARTGYRO's sole obligation to you and your exclusive remedy for breach of warranty. Failure to follow all requirements for submitting a claim shall waive all claims for damages and other relief.

In no event shall SMARTGYRO or any authorized SMARTGYRO installer be liable for incidental, special or consequential damages, which damages encompass without limitation, loss of profits, haul-out fees, launch,

towing, storage slip fees, insurance coverage, loan payment, transportation fees, telephone charges and mileage.

The limitations in this limited warranty apply regardless of whether your claims are based on breach of contract, tort (including negligence and strict liability) or any other theory. Any action arising hereunder must be brought within (1) year after the cause of action accrues or it shall be barred.

Some states and countries do not allow certain limitations on warranties or for breach of warranties. Limitations set forth in this paragraph shall not apply to the extent that they are prohibited by law.

PURCHASER'S RESPONSIBILITY

The Purchaser must do the following in order to seek coverage under this Limited Warranty:

- Perform and pay for all regular maintenance in compliance with the time frames specified in the applicable Operation Manual.
- Maintain records of all service and maintenance performed on the SMARTGYRO stabilizers.
- Notifying Smartgyro, or dealer within 30 days of the discovery of failure.
- Installing, operating and maintaining the product in strict accordance with Smartgyro policies and guidelines outlined in the installation manual and owner's manual.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.
- Providing sufficient access to perform regular maintenance and typical repair activities.

In addition the purchaser will be responsible for:

- Incremental costs and expenses associated with the replacement, removal or reinstallation of the product resulting from non-standard installations.
- Costs associated with the rental of any equipment required during replacement or repair of the product.
- Associated costs with labor overtime and express shipping requested by the owner shall be borne by the owner.
- All downtime costs, taxes, import taxes, and other fees or losses resulting from warranty failure.

ITEMS EXCLUDED FROM WARRANTY FOR RECREATIONAL AND LIGHT DUTY COMMERCIAL APPLICATIONS

In addition to the other conditions and limitations set forth in the Limited Warranty for recreational applications and light duty commercial applications, the following items are specifically excluded from any coverage under this Limited Warranty.

- Ordinary wear and tear.
- Cost associated with consumable parts (zinc anode, hydraulic oil, and coolant), bushings and vibration insulators.
- Damage due to rust or corrosion, also due to electrolysis (stray currents).
- Failure due to use of non-genuine spare parts.
- Any SMARTGYRO stabilizer, accessory or part that has been, in SMARTGYRO's sole judgement, subject to:
 - negligence;
 - misuse;
 - accident;
 - improper installation;
 - long or improper storage resulting in

cracked or dried out hoses, seals, and other rubber based components;

- corrosion in electrical contacts and/or connectors;
- improper maintenance;
- racing or engaging in a contest of speed or endurance;
- use of non-approved attachments or non-genuine parts;
- submersion, or unreasonable exposure to the environment, such as exposure to high humidity, rain fall or seawater, or conditions resulting in freezing of the cooling water;
- service by an unauthorized facility.
- Parts and repair cost of failure due to incorrect handling and maintenance as described in the SMARTGYRO Operation Manual.
- Parts and repair cost of failure due to owner's delay in making the stabilizer available after the discovery of a potential product problem.
- Parts and repair cost of failure due to modifications to software or incorrect settings.
- Parts and repair cost of failure as a result of running aground.
- Parts and repair cost of failure due to misdiagnosis, or incorrect repair procedure.
- Cost of transporting the SMARTGYRO stabilizer, part, or the vessel in which such SMARTGYRO stabilizer(s) are installed, to and from the service facility designated by SMARTGYRO for warranty repair.
- Cost of repairs outside normal working hours.
- Consequence of any modification or alteration of a SMARTGYRO stabilizer part from which the serial number and/or the anti-tamper label has been removed, altered, or otherwise tampered with.
- Travel expenses, including, but not limited to, airfare, lodging, and living expenses of the

Smartgyro team, technicians, or a dealer, unless otherwise specified and authorized by Smartgyro.

- Travel labor only up to 4 hours, unless otherwise specified and authorized by Smartgyro.
- Labor and material costs incurred and/or required to access the product for removal and replacement, including, but not limited to, any custom or special lifting services, cranes, or any rental equipment required.
- SMARTGYRO shall not be liable for any downtime, inconvenience, loss of use, meals, accommodation and transportation costs, communication costs, cargo damage, overtime, towing, any haul-out, dockage or harbor expenses, or other consequential loss resulting from a defect covered by this Limited Warranty.
- Overtime labor is not included. Labor performed outside normal working hours to complete a warranty service will be paid by Smartgyro at the standard rate.
- Fuel and transportation costs for the SMARTGYRO product under warranty to and from an Authorized Dealer, technician travel time, and any extraordinary costs are excluded.
- This warranty does not cover replacement or repair of components damaged due to surface corrosion ("aesthetic") or other corrosion damage of components due to exposure to water or electrolysis (stray current), nor does it cover costs associated with repair or replacement.

ITEMS EXCLUDED FROM WARRANTY FOR RECREATIONAL APPLICATIONS "1 YEAR EXTENDED WARRANTY" COVERAGE

In addition to the other conditions as limita-

tions set forth in the "1 Year Extended Warranty", the following items are specifically excluded from any coverage under this "1 Year Extended Warranty".

- Stabilizers used in boats used for income or revenue producing activities such as rental, charter, or light duty commercial purposes like passenger carrying, or cargo transport, will NOT be covered by this extended warranty.
- Ordinary wear and tear.
- Cost associated with consumable parts.
- Damage due to rust or corrosion.
- Failure due to use of non-genuine spare parts.
- Any SMARTGYRO stabilizer, accessory or part that has been, in SMARTGYRO's sole judgement, subject to:
 - negligence;
 - misuse;
 - accident;
 - improper installation;
 - long or improper storage resulting in cracked or dried out hoses, seals, and other rubber based components;
 - corrosion in electrical contacts and/or connectors;
 - improper maintenance;
 - racing or engaging in a contest of speed or endurance;
 - use of non-approved attachments or non-genuine parts;
 - submersion, or unreasonable exposure to the environment, such as exposure to high humidity, rain fall or seawater, or conditions resulting in freezing of the cooling water;
 - service by an unauthorized facility.
- The following parts are not covered under the "1 Year Extended Warranty":
 - Rubber mounts and mechanical stops, gaskets, hydraulic hoses, cooling hoses, seals and

hydraulic accumulators.

- Parts and repair cost of failure due to incorrect handling and maintenance as described in the SMARTGYRO Operation Manual.
- Parts and repair cost of failure due to owner's delay in making the stabilizer available after the discovery of a potential product problem.
- Parts and repair cost of failure due to modifications to software or incorrect settings.
- Parts and repair cost of failure as a result of running aground.
- Parts and repair cost of failure due to misdiagnosis, or incorrect repair procedure.
- Cost of transporting the SMARTGYRO stabilizer, part, or the vessel in which such SMARTGYRO stabilizer(s) are installed, to and from the service facility designated by SMARTGYRO for warranty repair.
- Cost of transportation including labor charge for technician to travel to the location of the boat (or related appointed place).
- Cost of repairs outside normal working hours.
- Consequence of any modification or alternation of a SMARTGYRO stabilizer and parts from which the serial number and/or the anti-tamper label has been removed has been removed, altered, or otherwise tampered with.
- Travel expenses, including, but not limited to, airfare, lodging, and living expenses of the Smartgyro team, technicians, or a dealer, unless otherwise specified and authorized by Smartgyro.
- Travel labor only up to 4 hours, unless otherwise specified and authorized by Smartgyro.
- Labor and material costs incurred and/or required to access the product for removal and replacement, including, but not limited to, any custom or special lifting services, cranes, or any rental equipment required.

- SMARTGYRO shall not be liable for any downtime, inconvenience, loss of use, meals, accommodation and transportation costs, communication costs, cargo damage, overtime, towing, any haul-out, dockage or harbor expenses, or other consequential loss resulting from a defect covered by this Limited Warranty.
- Overtime labor is not included. Labor performed outside normal working hours to complete a warranty service will be paid by Smartgyro at the standard rate.
- Fuel and transportation costs for the SMARTGYRO product under warranty to and from an Authorized Dealer, technician travel time, and any extraordinary costs are excluded.
- This warranty does not cover replacement or repair of components damaged due to surface corrosion ("aesthetic") or other corrosion damage of components due to exposure to water or electrolysis (stray current), nor does it cover costs associated with repair or replacement.

MISCELLANEOUS

Except as modified in writing signed by the parties, this Limited Warranty and if applicable, the 1 Year Extended Warranty coverage is and shall remain the complete and exclusive agreement between the parties with respect to warranties, superseding all prior agreements, written and oral, and all other communications between the parties relating to warranties.

NO PERSON OR ENTITY IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME ANY OTHER OBLIGATION ON BEHALF OF SMARTGYRO, EITHER ORALLY OR IN WRITING.

Neither original equipment manufacturers, boat builders, SMARTGYRO stabilizer installers, stabilizer or equipment distributors, SMARTGYRO stabilizer or equipment distributors, nor any other person or entity has any authority to make any representation or promise on behalf of SMARTGYRO or to modify the terms or limitations of this Limited Warranty in any way.

Smartgyro Global Network

SMARTGYRO has a large sales and support network. With several authorized SMARTGYRO dealers, distributors and installers located in every continent, we are able to offer quality service and parts worldwide.

To find the closest to you, please visit our online Map:

<https://smartgyro.com/find-dealer>

Headquarters:

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19136 La Spezia (SP), Italy

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Service and Maintenance Registration

Regarding the “1 Year Extended Warranty”, the signature and stamp of an authorized SMART-GYRO installer is required in the “PRE-DELIVERY CHECK” and “1st year Maintenance” sections.

In the case of any parts which have been replaced, proof that SMARTGYRO genuine parts have been used for the replacement shall be also provided. As proof, SMARTGYRO will accept the part name, together with details of the work undertaken, written by an authorized SMART-GYRO dealer in the “Dealer stamp & signature” box, accompanied by the signature (or stamp) of the dealer.

Replacement parts information shall also be recorded in the periodic maintenance table, which is provided in the stabilizer’s operation manual. This is to show compliance with the maintenance procedures.

Ask your authorized SMARTGYRO dealer to register the maintenance with SMARTGYRO. SMARTGYRO stabilizers require annual inspection by an authorized SMARTGYRO dealer for every subsequent year after the completion of the “1st year Maintenance”.



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FEEL THE MAGIC

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