

KMT nord's Terms of Sale & Warranty for production components:

- KMT nord warrants all products sold against material and manufacturing defects for a period of two years. This warranty is applicable under the assumption that products are used for their intended purpose which may be described in sales literature and or drawings produced by KMT nord; that the items are inspected and maintained regularly; that warrantee products are used in a fashion which is within the accepted norms of the yachting industry.
- KMT nord will at it's own discretion either replace or repair any defect components which may be covered by this warranty within the warranty period.
- This warranty is subject to the terms and limitations listed below:

Terms & Limitations:

- KMT nord's responsibility shall be limited to repair or replacement of components, which are defective owing to manufacture or material defects. KMT nord reserves the right to determine whether the products concerned shall be replaced or repaired and to modify the replacement product if deemed relevant. KMT nord reserves the right to require that the products concerned be returned to KMT nord for inspection prior to fulfilling the obligations of this warranty. KMT nord will not be held financially responsible for transport or labour costs related to products in the warranty period.
- KMT nord will not be held liable for any losses either direct or indirect which may occur as a result of the warranty product concerned; this includes operating losses, loss of profits, damage to real or moveable property which may occur while the products concerned are in the possession of the buyer or a third party.
- The buyer and or operator alone shall bear responsibility for judging whether the products concerned are suitable for their intended application.
- KMT nord assumes no liability for any flaws or defects which might arise as a result of improper installation, misapplication, maintenance neglect, corrosion, UV degradation, or what may be deemed as normal wear and tear. Furthermore KMT nord assumes no liability for products modified or repaired by either the purchaser or a third party with out the express, written consent of KMT nord.
- KMT nord assumes no responsibility or liability for work carried out by anyone other than authorised representatives of KMT nord, unless such work is carried out pursuant to the written guidelines laid down by KMT nord and good craftsmanship, with written consent from KMT nord.
- The purchaser shall inform KMT nord in writing of all flaws and or defects without undue delay once such defects have been noticed. Products covered by the terms of this warranty shall be returned to KMT nord for repair, replacement, or modification unless another agreement has been reached and confirmed in writing by KMT nord.
- KMT nord shall not cover costs incurred by the purchaser or third party in connection with the transport or third party wages in a warranty case. Such expenses shall be born in full by the purchaser.

Exceptions and Notations:

- Design and engineering work is not covered by this warranty but terms for these services can be found in KMT nord's "Terms & Conditions of Business".
- KMT nord assumes no liability for consequential damage of ships, equipment, property or people caused by defects in components and products produced and sold by KMT nord.
- KMT nord's products are under constant development and as a consequence of this developmental process KMT nord reserves the right to alter designs and specifications without prior notice. This means that KMT nord reserves the right to replace warranty products with newer versions of the product if deemed desirable by KMT nord.
- All merchandise sold by KMT nord remains the property of KMT nord until paid in full.
- Terms of payment are 50% in advance and the remainder C.O.D. date of invoice, unless otherwise specified in writing by KMT nord.
- All orders are final. Cancellations will be billed at full value with the exception of shelf items, which will be subject to a 35% restocking charge. Custom production will be billed at the portion of work completed plus 35% of the total quotation.
- All design and tooling rights remain the property of KMT nord unless otherwise agreed upon in writing.
- This agreement shall be governed by and construed in accordance with the Laws of Denmark and the parties irrevocably submit to the non-exclusive jurisdiction of the Danish Courts.
- Any tooling produced by KMT nord specifically for a customer remains the property of KMT nord until all outstanding invoices are paid in full.
- Tooling produced by KMT nord is produced and priced with an understanding that the items to be produced are to be produced by KMT nord unless expressly agreed upon otherwise. This means that KMT nord makes no claim of warranty for tooling removed for the purpose of production by others.
- KMT nord assumes no liability financial or otherwise for tardy delivery as a result of labour difficulties, product development complications, supply shortages, or acts of god.