

Balex Limited Warranty

Balex Marine South Pacific Limited ("Balex") warrants its new products to be free of failure resulting from defective material and workmanship under normal use and service.

This warranty applies to the Balex product ranges set out below. It should be read together with the servicing requirements in Sections 4 and 5 and the conditions and limitations in Section 6, which apply to all Balex products.

Commencement. This warranty commences on the date of retail purchase by the original end user, or 12 months from the date of invoice to the Balex dealer or distributor, whichever occurs first, unless otherwise agreed by Balex in writing.

1. Balex Systems — Automatic Boat Loaders

Recreational and pleasure craft

Component	Period	Scope
Mechanical parts	3 years	Drive units, power unit housing, structural and mechanical assemblies.
Electrical components	1 year	Control boards, wiring looms, remotes, switches, sensors, pumps and motors.
Service parts	1 year	Ultra Grip belts and other consumable or wearing service items.

Commercial craft

Component	Period	Scope
All parts	1 year	A standard 1 year limited warranty applies to all components on Balex Systems fitted to commercial vessels.

Commercial vessel means any vessel that is at any time used for hire, charter, tourism, commercial fishing, transport, training, or any other income-producing activity, or that is operated under a maritime operating certificate or is required to be in survey.

2. Balex Trailers

Component	Period	Scope
Chassis – structural	8 years	Structural warranty covering the marine grade 5083 aluminium chassis, main frame members and structural welds against defects in material, fabrication and workmanship.
All other components	1 year	Axles, springs, spring hangers, U-bolts, suspension, brakes, hubs, bearings, lighting, wiring, winches, rollers, skids, fasteners and all fittings, including all galvanised steel components.

The 8 year structural warranty covers the marine grade 5083 aluminium chassis, main frame members and structural welds. Galvanised steel components — including axles, springs, spring hangers, U-bolts and fasteners — are covered by the 1 year component warranty. Galvanic corrosion arising at an interface between the aluminium chassis and a dissimilar metal is not covered by the structural warranty, except where isolation fitted by Balex was defective as supplied. Surface and cosmetic corrosion is not covered — see clause 6.9.2.

3. Balex Docks

Component	Period	Scope
Individual cubes	8 years	Warranty against manufacturing defects in material and workmanship on individual floating cubes.
Accessories	1 year	Accompanying accessories including manual blowers, connectors, pins, fittings and hardware.

Cover applies to each cube individually — failure of one cube does not extend cover to, or require replacement of, the remainder of the dock system. Balex will supply replacement cubes of the same specification, or the nearest equivalent then in production where that specification has been superseded.

4. Servicing and Maintenance Requirements

Cover under this warranty is conditional on the product being serviced and maintained in accordance with the requirements set out in this Section.

- 4.1 The purchaser must have the product serviced at the intervals specified in the product Owner's Manual and the Balex recommended service schedule current at the time of service.
- 4.2 All scheduled servicing, repairs and warranty work must be carried out by the Balex Marine Service Team or by a Balex Authorised Dealer or Authorised Service Agent. Where work is carried out by any other person, this warranty is void in respect of any failure attributable to that work.
- 4.3 Only genuine Balex parts, or parts approved in writing by Balex, may be used in servicing or repair. Fitting non-approved parts or accessories will void this warranty in respect of any failure attributable to those parts.
- 4.4 The purchaser must retain proof of servicing — dated invoices or a completed service record signed by the Balex Marine Service Team or an Authorised Dealer. Balex may require this evidence before approving any claim.
- 4.5 Where a service interval is missed, or evidence of servicing cannot be produced, Balex may decline the claim in whole or in part to the extent the failure is attributable to the lack of servicing.
- 4.6 Routine servicing and adjustment are normal maintenance items, are at the purchaser's cost and are not warranty repairs. This includes belt tensioning, alignment, hydraulic bleeding, cleaning, lubrication, corrosion protection and the replacement of consumable items in the course of scheduled maintenance.
- 4.7 Balex Trailers and Balex Systems used in salt water must be rinsed with fresh water after each use and inspected in accordance with the maintenance schedule. Failure to do so will void warranty cover for corrosion-related failure. Balex Docks are not subject to the rinsing requirement; cover for corrosion-related failure of a dock is instead conditional on the inspection and maintenance requirements in Section 5.
- 4.8 Products must be installed, commissioned and set up in accordance with the applicable Balex Installation Manual. Damage or failure caused by incorrect installation is not covered by this warranty, except where the installation was carried out by Balex or by a Balex Authorised Dealer.

5. Recommended Service Intervals

The following are the minimum service intervals required to maintain warranty cover under clause 4.1.

Product	Recreational / Pleasure use	Commercial use
Balex System	Every 24 months	Every 12 months
Balex Trailer	Inspection and service: every 12 months	Inspection and service: every 6 months
Balex Dock	Inspection of cubes, connectors and anchoring: every 12 months	Inspection of cubes, connectors and anchoring: every 12 months

- 5.1 The intervals above are minimum requirements. Where the service schedule published in the current Owner's Manual or at www.balexmarine.com specifies a shorter interval, that schedule prevails.
- 5.2 Products used in salt water, in heavy-duty or high-frequency service, or in abrasive or exposed conditions may require more frequent servicing. Balex may specify a shorter interval for a particular installation in writing.
- 5.3 Balex may revise these intervals from time to time. The schedule current at the date of purchase applies for the term of the warranty, unless a shorter interval is subsequently notified to the purchaser in writing.

6. Conditions and Limitations

This warranty is subject to the following conditions and limitations, which apply to all Balex products.

- 6.1 This warranty will be null and void if:
 - 6.1.1 there is any neglect or failure to properly maintain and service the products in accordance with Sections 4 and 5;
 - 6.1.2 the products are serviced, repaired or maintained improperly, to the extent provided in clause 4.2;
 - 6.1.3 loss or damage is attributed to any act, matter or omission beyond the reasonable control of Balex or the purchaser;
 - 6.1.4 a Balex System is improperly used, including but not limited to excessive impact on the Ultra Grip belts, power loading and dry loading;
 - 6.1.5 a Balex Trailer is loaded beyond its rated capacity, is modified — including the removal or alteration of any isolation fitted between dissimilar metals — or is used with a vessel outside its specified range;
 - 6.1.6 a Balex Dock is installed, anchored or configured other than in accordance with Balex instructions, or is exposed to conditions beyond its rated site limits.
- 6.2 Balex's liability shall be limited to repair or replacement (as determined by Balex) of the goods or parts defective in materials or workmanship.
- 6.3 All repairs will be completed at a Balex nominated service centre and all freight costs will be met by the purchaser.
- 6.4 All defective parts claimed are to be kept for further inspection. Failure to return those parts upon request will automatically void the warranty claim.
- 6.5 Parts repaired or replaced under this warranty may be new or factory reconditioned, and are guaranteed for the remainder of the original warranty period or 90 days from the date of fitting, whichever is longer.
- 6.6 The warranty period of the product shall not be extended due to the suspension of the use of the product because of repair, examination, demonstration, or rental return.
- 6.7 The warranty ownership is transferable, provided the end user has a copy of the original purchaser's invoice and the product's service record is complete and up to date.
- 6.8 Determination of the suitability of the product and the materials for the use contemplated by the buyer is the sole responsibility of the buyer, and Balex shall have no responsibility in connection with such suitability.
- 6.9 Balex shall not be liable for any loss, damages, harm or claim attributed to:
 - 6.9.1 use of the products in applications for which the products are not intended;
 - 6.9.2 corrosion, oxidation, staining, galvanic corrosion, marine growth and cosmetic deterioration arising from exposure to the marine environment, except where the corrosion originates from a defect in the material, fabrication, welding or protective treatment as supplied by Balex. Galvanic corrosion arising at an interface between dissimilar metals is not covered by any structural warranty on aluminium components, except where isolation fitted by Balex was defective as supplied. Cover for corrosion-related failure is conditional on compliance with the rinsing, inspection and maintenance requirements in clause 4.7 and Section 5;
 - 6.9.3 normal wear and tear, or the deterioration of consumable and wearing items in normal service;
 - 6.9.4 improper use of the product, or improper installation except as provided in clause 4.8;
 - 6.9.5 fading, chalking or other cosmetic change that does not affect structural or functional performance.

- 6.10 This warranty does not cover loss or damage caused by accident, collision, grounding, flooding, lightning, fire, storm or other natural disaster, theft, vandalism, vermin, insects or rodents, unauthorised modification, the removal or alteration of serial numbers, damage in transit after delivery to the purchaser, or the fitting of non-approved parts or accessories where these contribute to the failure.
- 6.11 Balex shall determine, acting reasonably, whether a claimed defect is covered by this warranty.
- 6.12 Balex shall not be responsible for freight or shipping charges or installation labour associated with any warranty claims.
- 6.13 There are no warranties of merchantability, fitness for purpose, or any other kind, express or implied, and none shall be implied by law. If any such warranties are nonetheless implied by law for the benefit of the customer, they shall be limited to the period defined by the applicable Limited Standard Warranty above, from the date of original purchase by the user.
- 6.14 Balex shall not be liable for consequential damages to any vessel, trailer, equipment, or other property or persons due to use or installation of Balex equipment.
- 6.15 This warranty sets out your specific legal rights allowed by Balex. These may be varied by the laws of different countries, and the purchaser may also have other legal rights which vary from country to country. Nothing in this warranty is intended to limit any right that cannot be excluded by law, including under the New Zealand Consumer Guarantees Act 1993 where it applies.

7. Making a Claim

- 7.1 To make a claim under this warranty, contact your nearest Balex Distributor or Authorised Dealer, or the Balex Marine Service Team.
- 7.2 Proof of purchase, evidence of servicing under Sections 4 and 5, and authorisation from Balex will be required prior to any repairs being attempted.
- 7.3 Please email all warranty claims to sales@balexmarine.com.

Please complete the Warranty Registration Form on the following page.

Warranty Registration Form

Complete and return this form within 30 days of purchase to activate your warranty.

Product Registered

- ☐ Balex System — Automatic Boat Loader ☐ Recreational / pleasure ☐ Commercial
- ☐ Balex Trailer — 8 year structural chassis warranty / 1 year components
- ☐ Balex Dock — 8 year cube warranty / 1 year accessories

Date of Purchase: _____ (dd/mm/yyyy)

Purchaser

Name _____

Address 1 _____

Address 2 _____

Postal / ZIP _____

City _____

Country _____

Phone _____

Email _____

Dealer

Name _____

Address 1 _____

Address 2 _____

Postal / ZIP _____

City _____

Country _____

Phone _____

Email _____

Serial Numbers

Power Unit _____

Drive Unit 1 _____

Drive Unit 2 _____

Trailer VIN / Serial _____

Dock Batch / Serial _____

Installation

Boat Brand _____

Boat Model _____

Trailer Brand _____

Dock Configuration _____

Installation: ☐ New ☐ Retro-fit

☐ I have received the Owner's Manual and understand that warranty cover is conditional on servicing at the intervals in Section 5, carried out by the Balex Marine Service Team or an Authorised Dealer.

Please email the completed Warranty Registration Form to sales@balexmarine.com

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