



AZIMUT PEACE OF MIND

WARRANTY

"For Americas Market only"

www.azimutyachts.com

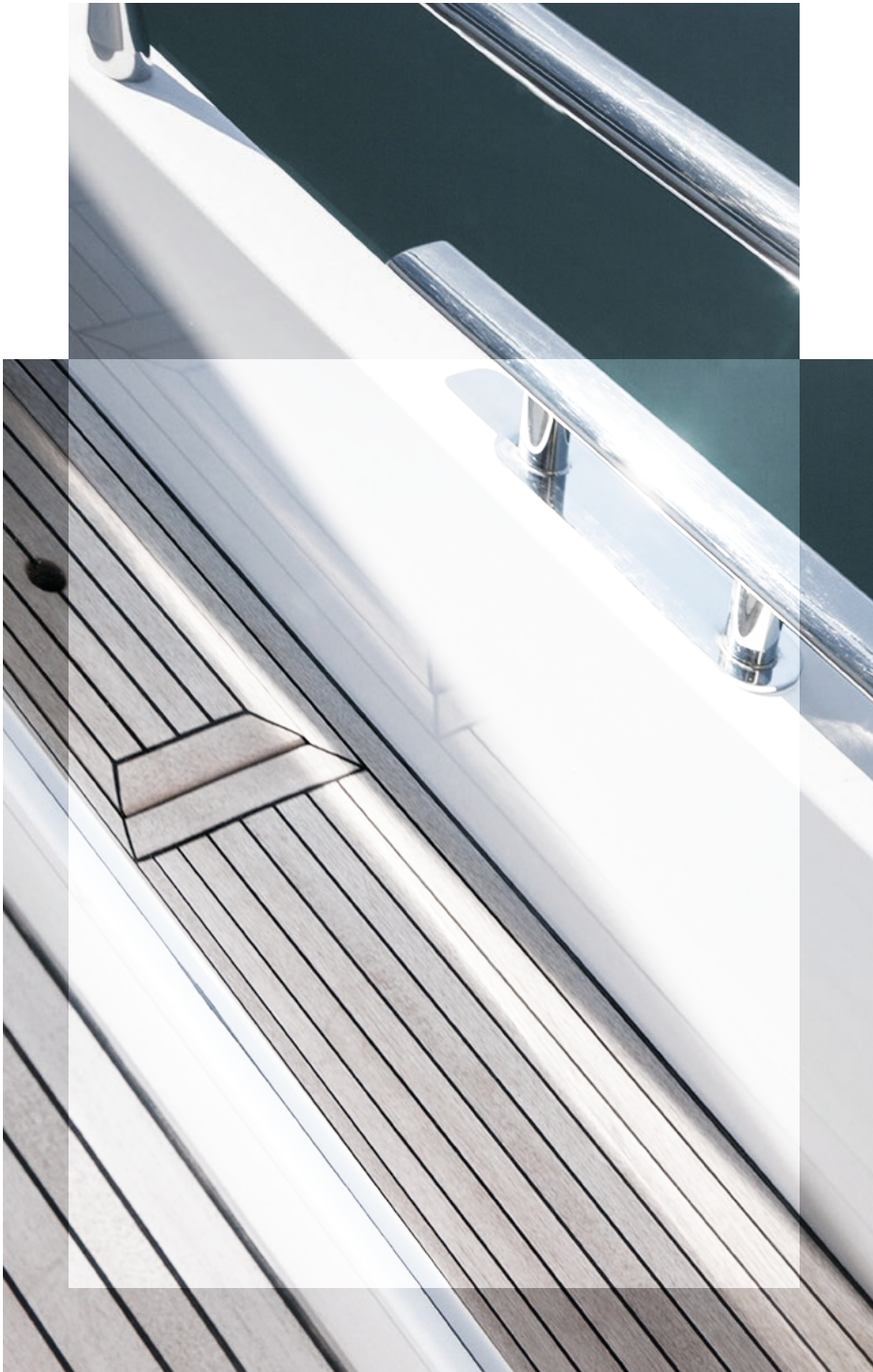


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YEARS OF WARRANTY
FOR A FULL PEACE OF MIND AT THE SEA

*As a further means of satisfying the needs of its Customers,
Azimut, together with its Dealer Network, has devised a Suite of Exclusive Services:*

AZIMUT PEACE OF MIND



This warranty provides coverage for thirty six (36) months from the date of delivery to the original retail owner.

**The Azimut Peace of Mind Warranty
is available for any
Azimut Yacht up to 72 feet.**

Once the Azimut "Peace of Mind" warranty is activated, you will be able to go to any Azimut Service Center for repairs made necessary by defects in materials and/or workmanship, free of charge, for thirty six (36) months, in accordance with the terms and conditions of Azimut's Limited Warranty stated in the Azimut Warranty and Services Booklet. The Azimut "Peace of Mind" Warranty is fully transferable for pre-owned yachts re-sold only through the Azimut Official Dealer Network. Your Azimut could have an enhanced market value, granted by its Azimut Official Service and Maintenance records and by the Azimut "Peace of Mind" extended warranty coverage for up to thirty six (36) months from the original delivery date. The Azimut "Peace of Mind" warranty can be purchased, just like any other option, when you order your new Azimut Yacht. Since the warranty will be part of the final selling price, it can be included in a Leasing agreement.



COVERAGE

	1 st Year	2 nd Year	3 rd Year
WARRANTY COVERAGE EXTRA EU	Limited Warranty	<i>Peace of Mind Warranty</i>	<i>Peace of Mind Warranty</i>

It otherwise can be purchased at any time, within the term of Azimut's twelve (12) months limited warranty, by either the original Owner or any subsequent owner who purchased the Azimut Yacht through the Azimut Official Dealer Network. In this case, the sale of the Azimut "Peace of Mind" warranty is subject to a survey to be carried out by the Azimut Official Dealer Network and at the charge of the Owner.

Further details and pricing of the Azimut "Peace of Mind" warranty are available from any Azimut Dealer.

Please refer to the Azimut Limited Warranty in the Azimut Warranty and Services Booklet for detailed terms and conditions providing how to proceed in the event of necessary repairs under warranty and for Scheduled Servicing's section, which fully apply also to the Azimut "Peace of Mind" extended warranty package.

THE AZIMUT PEACE OF MIND WARRANTY

This Warranty applies to all vessels purchased by private customers, even through leasing, and which are used exclusively for pleasure yachting, with the exception of those destined for professional or business use, even if on an occasional basis.

THE “AZIMUT PEACE OF MIND” WARRANTY COVERS

Any defects in materials or workmanship arising within thirty six (36) months from the date of delivery to the original retail owner.

Azimut “Peace of Mind” Warranty can be performed exclusively at one of the Azimut Assistance Centres located throughout the world and it consists of the repair and/or replacement of the defective part or material or, in other words, of the elimination of the non-conformity; it covers both parts and labour costs, including the haulage and launch of the vessel should it be strictly necessary for the performance of repairs. The Warranty is rendered null and void in cases where the defect or non-conformity has not been promptly communicated in writing to Azimut-Benetti Spa or to the Dealer who sold the vessel and, in any case, no later than 10 days from the discovery thereof. Please refer to Azimut Limited Warranty as per Azimut Warranty and Services Booklet for not covered defects and claims.



LIMITED WARRANTY

COVERAGE

Azimut-Benetti Spa (“AZIMUT”) warrants that each AZIMUT yacht purchased from an authorized AZIMUT dealer, when properly used and maintained, will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery to the original retail owner (the “Owner”), or thirty six (36) months from the date of delivery to the Owner if the Azimut “Peace of Mind” warranty is purchased separately. In addition, AZIMUT warrants that the yacht, when properly used and maintained, will be free from any structural defects to the hull which would make the vessel unsuitable for navigation, as well as any formation of osmosis that may occur within sixty (60) months from the delivery of the yacht to the Owner. The Owner’s sole and exclusive remedy under this limited warranty for defects in an AZIMUT yacht shall be the repair or replacement, in AZIMUT’s sole discretion, of the defective part or component.

NOT COVERED

This limited warranty does not apply to, and AZIMUT shall have no liability or responsibility in respect of, damages or expenses relating to defects (1) caused by the failure to use, maintain or store the AZIMUT yacht as specified in the Azimut Warranty and Services Booklet, manuals or other literature supplied to the Owner, or (2) in components and parts (including, but not limited to, engines, marine gears, generators, electronics, and appliances) furnished by third-party manufacturers and distributors which are covered by separate warranties directly from their manufacturers and distributors and which were provided to Owner with the Azimut Case. AZIMUT will pass on, and hereby assigns, all warranties provided by such third-party components and parts manufacturers and distributors to the Owner. If activated, the Azimut “Peace of Mind” warranty will cover the costs of parts and labor for such third-party components if their original warranty has expired, and the defect in such components is the result of a manufacturing defect.





THIS LIMITED WARRANTY ALSO DOES NOT APPLY TO, AND AZIMUT SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN RESPECT OF, DAMAGES OR EXPENSES RELATING TO:

- Commercial, rental, charter or other non-consumer or non-pleasure service;
- A yacht purchased from any party other than an authorized AZIMUT dealer; this limit refers also to the transferability of the Azimut "Peace of Mind" warranty in accordance with the terms and conditions set forth below;
- A yacht, including components and systems, that has been altered or modified from factory specifications;
- Equipment and accessories not installed by AZIMUT;
- Damage from osmosis blistering if the original gel surface has been altered in any way;
- Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, fading or oxidation of gel coat, wood finishes (varnishes, stains and paints), fabrics, plated or painted metal and stainless steel finishes, anti-fouling bottom paint or zinc anodes;
- The cost to remove, disassemble or reinstall components not installed by AZIMUT that require removal to access parts covered by this limited warranty;
- Defects caused by incorrect or careless piloting of the vessel, specifically including but not limited to adverse weather/sea conditions;
- Defects on components not installed on the vessel by the Dealer or Azimut and any defects arising on the vessel due to the installation or use of said components on board;
- Apparent differences between furnishings, colours, fabric types and other materials or components and those shown, for information purposes only, in advertisements and catalogues, as well as apparent differences in the equipment options and fittings on your vessel that were not the subject of specific objection during the predelivery inspection;
- Transportation costs and expenses for taking the vessel to and from the boatyard where the Warranty work will be performed;



- Accidents, misuse, abuse, abnormal use, improper use, lack of reasonable or proper maintenance or storage, repairs improperly performed or replacement parts or accessories not conforming to AZIMUT's specifications, use exceeding the recommended and permitted limits of the vessel, including commercial use, military use, or use in sporting competitions of any nature whatsoever, and/or normal wear or deterioration occasioned by the use of the yacht;
- Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics;
- Window glass and windshield damage or breakage;
- Damage, shrinkage or deterioration of carpet, upholstery, and exterior canvas tops, enclosures, and weather covers;
- Any defect or non-conformity that has not been promptly communicated in writing to Azimut or to the Dealer who sold the vessel, and in all cases, no more than 10 days from the discovery there of;
- Damages caused by handling of the yacht during shipping of the yacht;
- Mal-adjustment of customer controls or other acts, after shipment, which are beyond the reasonable control of Azimut;
- Any damage, cost or expense caused by Act of God;
- Loss of time, loss of use, inconvenience, travel expense, costs related to procuring any substitute yacht, transportation costs, towing, any incidental or consequential damages arising out of the non-use of the yacht, or compensation for inconvenience or loss of use while the yacht is being repaired or otherwise not available, or other matters not specifically covered hereunder.

PROCEDURE

In the event of a defect covered by this limited warranty, the Owner shall contact an authorized AZIMUT dealer. Service under the Warranty for Yacht Owners is available exclusively at one of the Azimut Assistance Centres located throughout the world. To obtain warranty service for your AZIMUT yacht, including any allegedly defective part, your specific and detailed claim must be reported to and received by the authorized AZIMUT dealer in accordance with the terms of this warranty and within the applicable warranty period. All warranty repairs must be performed, at AZIMUT's discretion, at the AZIMUT dealer's servicing location or at an AZIMUT approved servicing facility. The Owner is responsible for all expenses associated with transporting the AZIMUT yacht and/or defective part to and from the AZIMUT service location.

DAMAGES

Except as expressly provided by this warranty, **AZIMUT SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE AZIMUT YACHT OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** The foregoing statements of warranty are exclusive and lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.





DISCLAIMER

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN WARRANTY. This Agreement shall be the sole and exclusive remedy available to the Owner with respect to this yacht. 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 AZIMUT, the Owners sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent or employee of AZIMUT is authorized to modify, extend or enlarge this warranty.

TRANSFER OF LIMITED WARRANTY

This warranty is made by AZIMUT with only the original purchaser of the yacht and does not extend to any third parties. The unexpired portion of this limited warranty may be transferred to subsequent owners upon proper notification of the change of ownership. The unexpired portion of the Azimut "Peace of Mind" extended warranty may be transferred to subsequent owners as well only for pre-owned yachts re-sold only through the Azimut Official Dealer Network. In both cases, to approve the Warranty Transfer, a detailed survey will be done by an Azimut Official Dealer at the charge of the requesting Owner and a written request must be submitted to AZIMUT within fifteen (15) days of the resale. AZIMUT reserves the right to reject a warranty transfer request for an AZIMUT yacht that has been damaged, neglected or otherwise previously excluded from warranty. In order to be effective, AZIMUT must confirm all warranty transfers in writing to the dealer and the subsequent owner.

APPLICABLE LAW

This warranty is governed by the laws of the country of Italy. The exclusive jurisdiction and venue for any court action commenced by you under or relating to this limited warranty or any implied warranty(ies) shall be decided in the Courts of Torino, Italy. In the event AZIMUT prevails in any court action, you agree to reimburse AZIMUT for the expenses, including attorney's fees and expenses of litigation, reasonably incurred by AZIMUT in defending against your claim.

OTHER RIGHTS

Your acceptance of delivery of the warranted AZIMUT yacht constitutes your acceptance of the terms of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Nothing herein shall limit or prevent an Azimut Dealer from giving its own warranty, provided that any warranty of Dealer shall be separately and conspicuously identified as being that of Dealer and not a warranty of Azimut.

ENTIRE AGREEMENT

This document contains the entire warranty given by AZIMUT in respect of your AZIMUT yacht and there are no terms, promises, conditions or warranties regarding your AZIMUT yacht other than those contained herein. AZIMUT specifically does not authorize any person to extend the time or scope of this warranty or to create or assume for AZIMUT any other obligation or liability with respect to AZIMUT yachts.



WARRANTY FOR ENGINES, MARINE GEARS, AND FOR OTHER COMPONENTS SUCH AS APPLIANCES, GENERATORS, ELECTRONICS

The warranties of engines and marine gears installed on your vessel, as well as for other components, are provided to Yacht Owners exclusively by their respective manufacturers as set forth by the terms and conditions in their specific warranties. The terms and conditions of said Warranties are found in the Warranty Certificates supplied by the Manufacturers of these components, inside the Azimut Owner's Case. Azimut shall have no obligation whatsoever for any defect in the engines, marine gears and other components such as appliances, generators and electronics. However, if activated, the Azimut "Peace of Mind" warranty will cover the costs of parts and labor for such third-party components if their original warranty has expired, and the defect in such components is the result of a manufacturing defect, excluding engines and marine gears.

SCHEDULED SERVICING

Please refer to the Azimut Limited Warranty in the Azimut Warranty and Services Booklet for detailed terms and conditions providing how to proceed in the event of necessary repairs under warranty and for Scheduled Servicing's section, which fully apply also to the Azimut "Peace of Mind" extended warranty package.



