# OWNER'S LIMITED WARRANTY



AIR CONDITIONERS



**BATTERY CHARGERS** 

#### OWNER'S LIMITED WARRANTY

As hereinafter described, Marine Development Corporation limits the duration of any implied warranty to the duration of the underlying express warranty and also disclaims any liability for consequential damages arising from any application, installation, use or malfunction of any warranted product.



Marine Development Corporation

### LIMITED WARRANTY

#### Section I

What does the Limited Warranty cover?

Products manufactured by Marine Development Corporation (MDC) are under limited warranty to be free from defects in workmanship or materials under normal use and service with the obligation of MDC under this limited warranty being limited to replacing or repairing any component(s) which shall disclose defects within the time limits defined in **Section III** and which upon examination by MDC shall appear to the satisfaction of MDC to be defective or not up to specifications.

This Limited Warranty is made in lieu of all other express warranties, obligations, or liabilities on the part of MDC. In addition, MDC shall not be responsible for, without limitation, any liabilities arising from incidental or consequential damages other than consequential damages for injury to the purchaser or to any other person who may be covered under this limited warranty or under an implied warranty. In those instances in which a cash refund is made, such refund shall effect the cancellation of the contract of sale without reservation of rights on the part of the purchaser. Such refund shall constitute full and final satisfaction of all claims which purchaser has or may have against MDC due to any actual or alleged breach of warranty, either express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply to you. The terms and conditions of this warranty shall be governed by the laws of the Commonwealth of Virginia.

The Dealer is not an agent for MDC except for the purpose of administering the above warranty to the extent herein provided, and MDC does not authorize the dealer or any other person to assume for MDC any liability in connection with such warranty, or any liability or expense incurred in the replacement or repair of its products other than those expressly authorized herein. MDC shall not be responsible for any liability or expense except as is specifically authorized and provided in this section.

MDC reserves the right to improve its products through changes in design or material without being obligated to incorporate such changes in products of prior manufacture, and to make changes at any time in design, materials, or part of units of any one year's model, without obligation or liability to owners of units of the same year's model of prior manufacture.

This warranty gives you, the purchaser, specific legal rights, and you may also have other rights which vary from state to state. You also have implied warrantv rights, including an implied warranty of merchantability, which means that your product must be fit for the ordinary purposes for which such goods are used. In the event of a problem with warranty service or performance, you may be able to go to a small claims court, a state court, or a federal district court. The duration of this implied warranty is limited to the duration of the express warranty as found in Section III. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty extends only to the original purchaser (other than for purposes of resale by MDC) of MDC warranted equipment and any other such person who is entitled, under applicable state law, to enforce against the warrantor the obligations of the warranty.

#### Section II

What does this Limited Warranty not cover?

#### This Warranty Shall Not Apply To:

- 1. Failures resulting from abuse, fire or submergence.
- 2. Any part manufactured by MDC which shall have been altered so as to impair its original characteristics.
- Any parts which fail as a result of misuse, improper application or improper installation.
- 4. Items not manufactured by MDC, i.e., items which are purchased from another manufacturer and supplied as received by MDC without alteration or modification, except as any part of an MDC-manufactured unit or component

Components or parts used by or applied by the purchaser as an integral part of products not manufactured by MDC.

Installation and application of MDC components is not warranted by MDC because MDC has no control or authority over the selection, location, application, or installation of these components. Typical application and installation considerations not covered by the MDC limited warranty are found on the MDC publication accompanying each product category. You should familiarize yourself with the information included in the publication applicable to and included with, the MDC product you have purchased. If such publication is not found with the MDC product when purchased notify MDC at (804) 746-1313, Customer Service Department.

#### **Section III**

What is the period of coverage?

Marine Development Corporation original system components are warranted for a period of ONE YEAR under the limited war-

ranty described in this publication.

The MDC warranty begins when the equipment is first put into service. In the case of factory installed equipment, warranty begins when the selling dealer first puts the equipment into operation. The warranty beginning date, therefore, will usually be prior to the date of delivery to the retail purchaser. No warranty claim can be honored unless the owner registration form is on file at MDC. This form, which is enclosed, should therefore be returned to MDC immediately upon purchase of items covered by this warranty. See Section IV for further information.

All MDC components bear a data plate on which there are model and serial numbers. The serial number is date coded. To determine whether or not any MDC component is in warranty, proceed as follows:

 Determine the manufacture date of the component from the serial number on the data plate. If you are not familiar with the date code, write or call the MDC Customer Service Manager at (804) 746-1313, to ob-

- tain the manufacture date. The hours of the Customer Service Department are 8:00 am-4:00 pm (Eastern Time Zone) Monday through Friday excluding holidays.
- 2. It is possible that there might exist a considerable time lag between the date a component is manufactured and the date it is put in service. In such instances, the date of manufacture could indicate that the item is out of warranty, however when based on the date first put in service, the item may still be covered by the MDC warranty described in Section I. For proof of date put in service, MDC will require a copy of the bill of sale of the MDC equipment from the installer or new boat dealer to the original owner or verification from the MDC Customer Service Department, based on your warranty owner registration form, as to the date the equipment was first put in service.

#### **Section IV**

How do you get service?

Claims must be filed with MDC, in accordance with the procedure outlined below, within 30 days of the discovery of the defect and the faulty component must be returned, transportation prepaid, to MDC. Marine Development Corporation will extend cash allowances to defray repair, replacement, and certain other charges relating to warranty work in accordance with established schedules in force at the time of a valid claim under the limited warranty described in **Section I.** 

Notify your nearest MDC distributor or dealer. If unknown, contact MDC at (804) 746-1313, Customer Service Department and they will assist you directly or refer you to an authorized dealer. All necessary forms, schedule of cash allowances, and procedural needs related to the specific MDC product or component in question will be carefully outlined to you by MDC and /or its authorized dealer at the time of your contact.

## **WARNING**

Marine Development Corporation makes the following safety warnings concerning the application, installation, use and care of its products. Though these warnings are extensive, there will certainly be specific hazards which will arise out of circumstances which are at this time unknown. A thorough understanding of the hazards outlined herein will be an excellent guide for developing awareness of potential hazards of all kinds. Such an awareness will be the key factor in assuring your SAFETY and comfort.

ELECTRICITY-Many MDC products operate on 115, 230 or 440 volt AC power. Such voltages can be LETHAL; therefore, the chassis, cabinets, bases, etc., on all components must be grounded together and connected to the vessel's grounding system. Sparks can occur as switches, thermostats and relays open and close in the normal operation of the equipment. Since this is the case, ventilating blowers for the removal of hazardous fumes or vapors should be operated at least 5 minutes before and during operation of any MDC product or group of MDC products. All electrical connections must be covered and protected so accidental contact cannot be made by persons using the equipment as such contact could be LETHAL.

ELECTROLYSIS-Electrical leakage of any component can cause electrolytic deterioration (electrolysis) of thruhull components which could result in leakage serious enough to sink a vessel which could result in loss of life. All MDC components must be kept clean and dry and checked periodically for electrical leakage. If any electrical leakage is detected, the component should be replaced or the fault causing the leakage corrected before the component is put back into service.

GAS-CRUISAIR components utilize refrigerant Number 22, monochlorodifluoromethane, which is a non-toxic, non-flammable gas; however, this gas contains no oxygen and will not support life. Also, if it is burned, it will decompose into other potentially LETHAL gases. If refrigerant gas leaks occur, all personnel should be evacuated from the area and open flames prohibited. Refrigerant components operate at high pressure and no servicing should be attempted without gloves, longsleeved clothing and eye protection. Liquid refrigerant gas can cause severe frost burns to the skin and eyes. VENTILATION-To cool or heat air, CRUISAIR components are designed to move air through a heat exchanger by a blower or propeller fan. This design necessarily produces a suction on one side of the air handling component and a pressure on the other side. Air handling components, referred to in MDC literature as "cooling units," must be installed so that the suctionpressure action does not: (1) pressurize an area to the extent that structural failure occurs which could cause harm to occupants or bystanders, and (2) cause a suction or low pressure in an area where hydrogen gas from batteries, raw fuel vapor from fuel tanks, carbon monoxide from operating propulsion engines, power generators or heaters, methane gas from sewage holding tanks, or any other dangerous gas or vapor could exist. If a cooling unit is installed in such a manner and such potentially lethal gases or vapors reach the suction side of the cooling unit, these gases or vapors will be discharged by the cooling unit into the living space which could result in loss of life.

Maximum protection against the introduction of dangerous gases or vapors into living spaces can be obtained by providing living spaces which are sealed from all other spaces by use of airtight bulkheads and decks, etc., and/or through the introduction of clean air into the living space. Bear in mind that the advent of air conditioning, whether it be for cooling or for heating, naturally leads to the practice of closing a living space tightly. Never close all windows and doors unless auxiliary ventilating systems, which introduce clean outside air into the living space, are used. Always leave enough window and door openings to provide adequate ventilation in the event potentially lethal gases or fumes should escape from any source.

CONDENSATE-All cooling units produce water condensate when operating on the cooling cycle. This water must be drained from the cooling unit overboard. If this condensate is allowed to drip on wood structure, dry rot and structural failure may occur which could result in loss of life. If condensate is allowed to drip on electrical components, deterioration of the electrical components could result in hazardous conditions. When an air conditioning system is in operation, condensate drains may be subjected to negative pressure. Always locate condensate drains as far as possible from points where engine waste and other dangerous gases are exhausted so no such dangerous gases can be drawn into the condensate drains.

#### WARNING

Never sleep in a closed area on a boat when any equipment, which functions as a result of the combustion of a volatile fuel, is in operation (such as engines, generators, power plants, or oil-fired heaters, etc.) At any time, the exhaust system of such devices could fail, resulting in a build-up of LETHAL gases within the closed area.



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