## Terms and Conditions for the Trade in Offer:

This offer is only valid for orders placed during the following dates:

For the residents in UK and Ireland between 8<sup>th</sup> March 2024 00:01 GMT and 3<sup>rd</sup> May 2024 23:59 BST via and Approved Dealer in UK or Ireland.

For residents in Italy: between 1st April 00:01 CET and 31st May 23.59 CES via an Approved Dealer in Italy.

For residents in France: between 1st April 00:01 CET and 31st May 23.59 CES via an Approved Dealer in France.

The following terms and conditions apply to this Trade in Promotion.

#### 1. OFFEROR

- 1.1. Trade In Offer is provided by Raymarine UK Ltd with registered address Marine House, Cartwright Drive, Fareham, PO15 5RJ and its affiliates Raymarine Italia S.r.l with registered address Via Luciano Manara, 2, 20812 Limbiate MB, Italy& Raymarine France with registered address 37 Rue des Peupliers, 92000 Nanterre, France together "Raymarine", strictly via its participating Approved Dealer & Approved Retailer Network "Approved Dealer". A list of Approved Dealers can be found here.
- 1.2. Individual customers, boat owners, general public taking advantage of Trade In Offer ("**End Users**") may take part in this Trade In Offer strictly via an Approved Dealer.

## 2. TRADE IN OFFER OVERVIEW

- 2.1. These terms and conditions set out the terms for participation in Raymarine Trade In Offer ("Trade In Offer"). The Trade In Offer provides the option to receive a twenty percent (20%) discount ("Discount") off selected <u>new</u> Raymarine products when similar product is returned to Raymarine by Approved Dealer ("Traded Good").
  - a. A similar product is a product that would naturally be considered or intended for the same purpose and have the same functionality.
- 2.2. Raymarine product must be ordered via Raymarine Dealer Portal. A list of products available for purchase as part of this Trade In Offer can be found <a href="here">here</a> ("Product") \*.
- 2.3. In order to qualify for Discount Traded Good must meet the criteria as given and defined in clause 5.
- 2.4. This offer is limited to one Traded Good per one Raymarine Product purchased.
- 2.5. Please review these terms and conditions carefully. Raymarine reserve the right to amend and revise these terms and conditions from time to time. Raymarine will do this by posting the latest version of the terms here.
- 2.6. We may also refuse to accept any orders placed for Product (or cancel any such orders prior to dispatch) using this Trade In Offer in the event of a Traded Good product description error or where we have reasonable grounds to suspect fraud.

\*Please note that for any traded MFD discount may only be used to order a larger or upgraded MFD.

# 3. TRADE IN OFFER

- 3.1. Trade In Offer is only available to End Users strictly via a participating Approved Dealer. Trade In Offer is not available to any business customers or directly via Raymarine.
- 3.2. Approved Dealer must request a quote for Product with Discount via Dealer Portal. The following details of Traded Good must be provided at this time: Brand, Item, Age, condition. Raymarine reserves the right not to accept a Traded Good and associated request for quote.
- 3.3. Trade In Offer is subject to Approved Dealer sending the Traded Good to Raymarine within 30 days of receiving Product and no later than 30<sup>th</sup> May 2024 for Approved Dealers in UK and Ireland and 30<sup>th</sup> June for Approved Dealers in Italy and France.
  - a. End User must provide Traded Good to Approved Dealer before they are entitled to receive their ordered Product or provide Traded Good as per Approved Dealer instruction.
- 3.4. Should Approved Dealer fail to send the Traded Good to Raymarine, the consequences set out in clause 6 of these terms and conditions will apply.

- a. Should End User fail to provide Traded Good to Approved Dealer, ordered Product will not be given to End User and a refund will be issued for the price paid for Product.
- 3.5. Traded Good must meet the minimum requirements set out in clause 5.
- 3.6. Other than as specified in these terms and conditions, our standard Terms and Conditions of Sale (which can be found <a href="https://example.com/here">here</a>) will govern the purchase of Product.

#### 4. TRADING IN YOUR EXISTING DEVICE

- 4.1. End Users must take Traded Good to Approved Dealer. Any Traded Good sent directly by End User to Raymarine, will not be accepted.
- 4.2. Approved Dealer must send Traded Good to Raymarine with the Trade In Offer Return Form as provided by your Raymarine Account Manager. For Approved Dealers please make contact with your Raymarine Account Manager to arrange return / collection of Traded Goods.
- 4.3. Where collection from an Approved Dealer is requested, details of Approved Dealer: location, contact Email and telephone number, and the weights and dimensions of Traded Good to be collected must be provided. Please bundle as many Traded Goods as possible into the most efficient box.
- 4.4. Once Traded Good has been received by Raymarine, it cannot be returned to Approved Dealer or End User.
  - a. Once traded Good has been received by Approved Dealer, it cannot be returned to End
- 4.5. End User should back up, where applicable any files and other data which is stored on Traded Good and remove any memory cards or other personal add ons. Approved Dealer nor Raymarine is able to recover any End User data stored on a Traded Good.
- 4.6. Participation in the Trade In Offer is subject to Approved Dealer sending the Traded Good to Raymarine within 30 days of receiving Product and no later than 30<sup>th</sup> May 2024 for Approved Dealers in UK and Ireland and 30<sup>th</sup> June for Approved Dealers in Italy and France.

## 5. MINIMUM TRADED GOOD REQUIREMENTS

- 5.1. Approved Dealer is responsible for ensuring Traded Goods sent to Raymarine meet the below Minimum Requirements:
  - a. The Traded Good must be owned by End User.
  - b. Traded Good must not be blacklisted Traded Good must pass all lost/stolen registers.
  - c. Where applicable, Traded Good must be factory reset and have no software locks or any personal account locks. All personal data must be removed.
  - d. Traded Good must include all original parts.
  - e. All applicable Traded Goods must be returned including any original screens (MFD or chart plotter), sonar boxes, course computers, heading sensor, radars domes and arrays, instruments, AIS and VHF's
  - f. Traded Good must not have an outstanding credit or finance balance associated with it.
  - g. Traded Good must be original and meet the manufacturer's original UK, and/ or EU specifications.
  - h. Traded Good must match the make and model information given in Trade In Offer Return Form.
- 5.2. Raymarine inspect all Traded Goods which are provided as part of the Trade In Offer. If the Traded Good provided by Approved Dealer do not meet the Minimum Requirements, Raymarine, at its discretion, may charge a surcharge of up to the full value of the Discount received for Product to Approved Dealer.
  - a. Approved Dealer inspects all Traded Goods which are provided as part of the Trade In Offer. If the Traded Good provided by End User does not meet the Minimum Requirements, Approved Dealer at its discretion, may charge a surcharge of up to the full value of the Discount End User received for Product.

## 6. CONSEQUENCES OF NOT PROVIDING TRADED GOOD

- 6.1. Approved Dealer should ensure that Traded Good is provided to Raymarine in line with the provisions of clause 4. Failure to send Traded Good within this timeframe will result in the issuance by Raymarine on an invoice to Approved Dealer for the sum equal to the Discount received on Product.
  - a. Should End User fail to provide Traded Good to Approved Dealer, the provisions of clause 3.3a shall apply.

6.2. In the event Approved Dealer does not comply with the provision of clause 6.1, Raymarine reserves the right, in addition to the provision of clause 6.1, to refuse to take any further orders from Approved Dealer in connection with this Trade In Offer. Raymarine will also review any activity in relation to existing orders under Approved Dealer name.

## 7. RIGHTS

- 7.1. End Users taking advantage of Trade In Offer do not lose their statutory rights to cancel any order for Product during the fourteen (14) day cooling-off period.
- 7.2. If End User exercises right to cancel and return Product during the fourteen (14) day cooling off period, Product must be returned in its original packaging and condition. A refund equivalent to the price paid for Product by End User will begiven. It is not possible for Traded Goods to be returned.
- 7.3. Full information about right to return a defective product in line with our standard Terms and Conditions of Sale, can be found here.
- 7.4. End User participation in Trade In Offer does not affect any statutory rights, including rights available under the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## 8. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 8.1. Approved Dealer will only use End User personal information for the purposes of fulfilling its obligations in relation to this Trade In Offer.
- 8.2. If you wish to exercise your rights under GDPR, please contact Approved Dealer, or Raymarine.
- 8.3. Approved Dealer will only give End User personal information to other third parties where the law either requires or allows.

## 9. OTHER IMPORTANT TERMS

- 9.1. A person, business or entity that is not a party to this agreement shall have no rights to enforce any of its terms.
- 9.2. To be eligible to participate in the Trade In Offer End Users must be a UK, French or Italian resident aged 18+.
- 9.3. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.4. Even if Raymarine delay in enforcing this contract, Raymarine can still enforce it later. If Raymarine do not insist immediately that Approved Dealer or End User do anything you are required to do under these terms, or if Raymarine delay in taking steps against Approved Dealer or End User in respect of your breaking this contract, that will not mean that Approved Dealer or End User does not have to do those things and it will not prevent Raymarine taking steps against you at a later date.
- 9.5. These terms are governed by the laws of the country in which Raymarine Approved Dealer is located and you can bring legal proceedings in respect of the products in the relevant related courts.
  - a. For UK and Ireland, the laws of England & Wales;
  - b. For France the laws of France;
  - c. For Italy, the laws of Italy.
- 9.6. Raymarine reserve the right to cancel all or part of this Trade in Offer at any time.
- 9.7. This Trade in Offer may not be used in conjunction with any other Raymarine offer.
- 9.8. By participating in this Trade in Offer, participants are deemed to have read and accepted these terms and conditions.
- 9.9. Version of these terms and conditions have been provided in English, French and Italian languages. Should there be a conflict between any versions of these terms and conditions, the English Language version shall take precedence.