

## MANUFACTURER'S LIMITED WARRANTY ON ALL-WELDED BOATS FINVAL™ 2020

### 1. APPLICATION OF WARRANTY PROVISIONS

- 1.1. Limited Liability Company «BOATLAB», hereinafter also referred to as “Manufacturer”, provides the present Limited warranty (hereinafter - Warranty) on a Product/Products - FINVAL™ - branded boat (hereinafter - “Finval boat”).
- 1.2. The present Finval warranty is a voluntary warranty provided by the Manufacturer.
- 1.3. Under the provisions of this warranty, the Manufacturer is considered to be the supplier of the Warranty, and is responsible for ensuring that the product is operable in accordance with the conditions specified in the Finval Boat Operation Manual for the duration of the Warranty.
- 1.4. Warranty period means the period during which the Manufacturer undertakes to carry out free repair or replacement of relevant products in connection with its introduction into circulation, and which is calculated from the date of transfer of the product by the Manufacturer or Dealer to the first end-user, and if the product needs special installation (connecting) or assembly – from the date of carrying out of the same.
- 1.5. The End-User (Owner) means a person who purchases the Product for personal use or commercial use, and subsequently owns it on an ownership basis in compliance with the requirements of applicable law.
- 1.6. By issuing this Warranty, the Manufacturer confirms that during the entire warranty period of the use of a Finval boat, the boat shall be free from any defects in its components and workmanship if the boat is operated in compliance with the terms set out in the Finval Boat Operation Manual.
- 1.7. This limited warranty is provided on Finval boats if purchased from an authorised Finval dealer or Manufacturer. The list of authorised Finval dealers can be found on the Manufacturer's official website [www.finvalboats.com](http://www.finvalboats.com).
- 1.8. The Manufacturer's limited warranty covers exclusively new, serial-produced Finval boats with hull registration numbers, from January 1, 2020.
- 1.9. The warranty also covers equipment and devices installed by the Manufacturer and/or official Dealer, which are an integral part of the Finval boat structure - except for equipment and devices with their own warranty (direct manufacturer's warranty), and does not cover equipment and devices that are purchased and installed by an ultimate buyer himself.
- 1.10. The Manufacturer undertakes an obligation to carry out a repair or replacement (also referred to as “warranty service”), at its sole discretion, of any element of a Finval boat if its owner reports the problem during the warranty period, provided that this case does not qualify for exceptions envisaged in this Warranty.
- 1.11. The terms of this Warranty may vary depending on the specifics of the legislation in the countries of sale of Finval boats.

## 2. DEFINITION OF DEFECT (MANUFACTURING DEFECT)

- 2.1. Defects are deficiencies in workmanship or structural deficiencies that affect the normal operation or quality of the product, and which are identified during the warranty period.
- 2.2. Deficiencies or defects in the parts or components that, according to the Finval Boat Operation Manual, require maintenance or adjustment after delivery, are not considered defects, unless these deficiencies or defects recur after adjustment or such maintenance.
- 2.3. Minor surface defects that do not affect the structural integrity or serviceability of the product, as well as minor deterioration of the paintwork and protective film, the processing quality of moisture-proof plywood or the quality of chrome plating, as well as surface defects that occur due to changes in the weather, are not considered defects, covered by this warranty.

## 3. MANUFACTURER'S RESPONSIBILITIES

- 3.1. According to the provisions of this Warranty, the Manufacturer is considered to be the person who provides the Buyer with a Warranty and is responsible for ensuring that the product was operational, functioning within acceptable standards during the warranty period.
- 3.2. Accessories, equipment and/or devices purchased by the Buyer from other person than the Manufacturer or authorized Finval dealers are not covered by this Warranty. If an original accessory is installed by a third party, this third party shall be responsible for the quality of the installation and operation warranty. Product defects caused by installation work performed by a third party contrary to the instructions and practice of the manufacturer, or as result of other improper installation, are not covered by this warranty.
- 3.3. The Manufacturer shall only be responsible for defects that have occurred in the course of the proper operation of the product.
- 3.4. The Manufacturer shall not be responsible for the defect:
  - 3.4.1. which occurred due to improper maintenance or improper installation performed by a third party (other than the Manufacturer or an authorized service center) on request of the Buyer;
  - 3.4.2. due to modifications made without written approval from the Manufacturer;
  - 3.4.3. due to repair work performed improperly by a third party (other than the Manufacturer or an authorized service center) or by the Buyer himself;
  - 3.4.4. as result of the normal (standard) wear-out of the Finval boat, including operation in accordance with the Finval Boat Operation Manual.
- 3.5. The Manufacturer reserves the exclusive right to alter or improve the design or manufacture technology of Finval boats.
- 3.6. The Manufacturer's responsibility shall always be limited to the purchase price of the Finval boat and its components, unless otherwise provided by the applicable and mandatory provisions of the legislation of the Buyer's country.

## 4. DESIGNATIONS AND CONDITIONS OF THE WARRANTY IN CASE OF NON-COMMERCIAL USE OF A PRODUCT

- 4.1. The components and structural elements of the boat, which are the subject of the warranty, are divided into four groups:
  - 4.1.1. 1st, 2nd and 3rd group: warranty is provided on the workmanship and components of the boat only IN THE ABSENCE of signs of mechanical damage or damage caused as result of improper operation.
  - 4.1.2. 4th group: warranty is provided on the workmanship and components of the boat, REGARDLESS OF any signs of mechanical damage or damage caused as result of improper operation.

Group	Element/Unit/Item description		Warranty period
1	1.1	Boat hull: integrity of plating, inside and outside welds, interior hull structure elements.	10 years
	1.2	Aluminium decks and lockers covers (other than fittings and finishing materials).	
2	2.1	Original electrical equipment included in a basic factory-delivered set: buttons, toggle switches, battery switch, relays, bilge pumps, livewell pumps, electronic control units, electrical wires, navigation and top lights, electrical outlets.	5 years
	2.2	Livewells and water conduit.	
	2.3	Fuel system.	
	2.4	Driver's and passenger's consoles.	
	2.5	Wind screen components including frame, wicket door and windshield (see group 4.2).	
	2.6	Decks and locker covers made of moisture resistant plywood.	
3	3.1	Original factory paint-and-lacquer coating provided that the boat is operated in fresh water only.	3 years
	3.2	Original protective and decorative film on the sides of the boat, provided that the boat is operated in fresh water only.	
	3.3	Fender and moorage rope.	
	3.4	Original travel cover excluding fixtures for attaching to the boat hull (see group 4.3).	
	3.5	Original full canvas enclosure excluding fixtures for attaching to the hull (see group 4.3)	
	3.6	Mechanical steering system.	
	3.7	Hydraulic steering system installed by the Manufacturer.	
	3.8	Carpeting and vinyl.	
	3.9	Adhesion of carpeting and vinyl on locker covers.	
4	4.1	Locker fixtures: handles, locks, latches, cover stoppers, hinges.	5 years
	4.2	Fixtures of a windshield and wicket door between consoles.	
	4.3	Fasteners for attaching travel cover and full canvas enclosure to the boat hull (buttons).	

## 5. DESIGNATIONS AND CONDITIONS OF THE WARRANTY IN CASE OF COMMERCIAL USE OF A PRODUCT

5.1. For the purposes of this warranty, it is understood that a Finval boat is used for commercial purposes if it is used:

- 5.1.1. by business undertakings in the course of their business, including, without limitation, if the boat is leased/rented, used for rendering services related to the use of the Finval boat, transportation of employees/personnel/customers;
- 5.1.2. for participation in sporting events;
- 5.1.3. by law enforcement agencies or national or local government authorities for exercising their powers;
- 5.1.4. or for any purposes other than for personal use by an individual.

5.2. In case of commercial use of a Finval boat, the following warranty terms shall apply:

- 5.2.1. 1st, 2nd and 3rd group: warranty is provided on the workmanship and components of the boat only IN THE ABSENCE of signs of mechanical damage or damage caused as result of improper operation.

- 5.2.2. 4th group: warranty is provided on the workmanship and components of the boat, REGARDLESS OF any signs of mechanical damage or damage caused as result of improper operation.

Group	Element/Unit/Item description		Warranty period
1	1.1	Boat hull: integrity of plating, inside and outside welds, interior hull structure elements.	10 years
	1.2	Aluminium decks and lockers covers (other than fittings and finishing materials).	
2	2.1	Original electrical equipment included in a basic factory-delivered set: buttons, toggle switches, battery switch, relays, bilge pumps, livewell pumps, electronic control units, electrical wires, navigation and top lights, electrical outlets.	2 years
	2.2	Livewells and water conduit.	
	2.3	Fuel system.	
	2.4	Driver's and passenger's consoles.	
	2.5	Wind screen components including frame, wicket door and windshield (see group 4.2).	
	2.6	Decks and locker covers made of moisture resistant plywood.	
3	3.1	Original factory paint-and-lacquer coating provided that the boat is operated in fresh water only.	2 years
	3.2	Original protective and decorative film on the sides of the boat, provided that the boat is operated in fresh water only.	
	3.3	Fender and moorage rope.	
	3.4	Original travel cover excluding fixtures for attaching to the boat hull (see group 4.3).	
	3.5	Original full canvas enclosure excluding fixtures for attaching to the hull (see group 4.3).	
	3.6	Mechanical steering system.	
	3.7	Hydraulic steering system installed by the Manufacturer.	
	3.8	Carpeting and vinyl.	
	3.9	Adhesion of carpeting and vinyl on locker covers.	
4	4.1	Locker fixtures: handles, locks, latches, cover stoppers, hinges.	3 years
	4.2	Fixtures of a windshield and wicket door between consoles.	
	4.3	Fasteners for attaching shipping cover and full canvas enclosure to the boat hull (buttons).	

## 6. WARRANTY CONDITIONS IN CASE OF PRODUCT OWNER CHANGE

- 6.1. If the ownership of a Finval boat, purchased from the Manufacturer or official Dealer, changes, a limited warranty continues to be effective only subject to the legitimacy (state registration) of such a change of ownership.
- 6.2. In case of the change of the Finval boat owner, this limited warranty shall be re-registered from the original owner to the new one, for which purpose the new owner shall contact an authorised Finval dealer or the Manufacturer.
- 6.3. Such authorised Finval dealer or the Manufacturer will re-register this limited warranty to the new owner on the basis of the following documents:
  - 6.3.1. document of identification of a new owner;
  - 6.3.2. purchase agreement;

6.3.3. vessel's certificate or other document confirming the state registration;

6.3.4. the warranty and service book.

- 6.4. The new owner must notify the official Finval Dealer or the Manufacturer of the acquisition of ownership in the Product, with providing supporting documents described above, within 15 calendar days from the conclusion of the purchase agreement or other transaction by which the transfer of ownership in the Product was formalized.
- 6.5. The list of documents required for the warranty re-registration may vary depending on the specifics of national laws in the countries where Finval boats are sold.
- 6.6. If the ownership of a Finval boat changes, this warranty shall be provided on a residual basis, which means that shall be valid for the warranty period starting from the date of the sale of Finval boat to an end-user.

## **7. REPORTING OF A DEFECT DURING OPERATION**

- 7.1 If a defect is revealed in the boat during the warranty period, the Buyer must first contact the Seller of the boat (Manufacturer or official Dealer) to clarify the conditions for determining and documenting such a defect (photo-, video fixation).
- 7.2. The type, size (scope), nature of damage and other details of the specified defect shall be documented upon such Buyer's reporting as on the date of reporting.
- 7.3. In order to be entitled to refer to the present Warranty, the Buyer must provide documents confirming the purchase of the Finval boat and a service book, where the name and address of the seller, the date and place of purchase are indicated, as well as the boat's model and serial identification number (CIN code).
- 7.4. If a defect is detected, before the Finval boat is delivered to the Manufacturer's or authorised Dealer's service center, the Buyer is obliged to take reasonable measures recommended by the Manufacturer or authorised Dealer to prevent the increase of this defect.
- 7.5. An increase in the size (scope) of a defect after the Buyer contacts the Seller occurring due to the actions of the Buyer, shall not be covered by the terms of this warranty.

## **8. PERFORMANCE OF WARRANTY SERVICE (REPAIR)**

- 8.1. In the event that an official Finval Dealer or Manufacturer receives information from the End-User of the Product about a defect in operation that is likely to be covered by a limited warranty, the official Finval dealer or Manufacturer shall deliver the Finval boat within its own Territory of responsibility to the location specified in the service book or to the place agreed with the official Dealer/Manufacturer for inspection to establish the presence of a warranty event.
- 8.2. If the defect of the Product is not covered by the Warranty, the official Finval Dealer or the Manufacturer has the right to demand from the End-User compensation for the cost of transporting the Product to the location specified in the service book or to the place agreed with the official dealer / Manufacturer for inspection and returning of the Product to the End-User, and the End-User is obliged to reimburse such costs in this case.
- 8.3. If the Product is outside the Territory of responsibility of any of the official Dealers or Manufacturers, the End-User independently and at his own expense delivers the Goods to the Territories of responsibility of the official Dealer or Manufacturer.
- 8.4. All warranty and/or repair work is performed only by an authorized Finval dealer, Manufacturer or at a certified repair facility approved (authorised) by the Manufacturer. For information on official dealers, the Manufacturer and certified repair facilities approved (authorized) by the Manufacturer please visit the official website of the Manufacturer: [www.finvalboats.com](http://www.finvalboats.com).
- 8.5. Claims regarding the performed warranty service and/or repair are accepted by the authorised Finval dealer or the Manufacturer in writing within 15 (fifteen) days from the date the boat was returned to its owner.

- 8.6. If the owner of the Finval boat does not present any claim in writing regarding the quality of the warranty service and/or repair carried out, it is considered that such service was carried out properly.
- 8.7. No claims/demands of the owner of the Finval boat regarding performance of the warranty service and/or repair shall be accepted upon the expiration of the warranty period.
- 8.8. The total period of the Manufacturer's or official Dealer's warranty commitments does not increase after the warranty repair.
- 8.9. Where warranty repair is performed, the warranty period is extended by the time the product is under repair. The specified time is calculated from the date when the End-User requested to eliminate the deficiency.

## **9. WARRANTY DISCLAIMER**

- 9.1. This limited warranty shall not apply if a Finval boat was purchased by the original owner from a person other than the Manufacturer or an authorised Finval Dealer.
- 9.2. The manufacturer disclaims any liability and makes no warranty:
  - 9.2.1. For defects caused by improper operation of the boat, i.e. in violation of the operating conditions provided for by the operation manual and/or rules of navigation;
  - 9.2.2. For scuff marks or other traces of the mechanical impact on the paint-and-lacquer coating and/or protective and decorative film.
  - 9.2.3. For damage and failures caused by vandalism or other unlawful actions of third parties (theft, partial or complete destruction);
  - 9.2.4. For damages caused as result of collisions, including in the form of dents, scratches from sand or stones, or damages from natural disasters, including, without limitation, such as hail, lightning or storm or other acts of God.
  - 9.2.5. For damages caused to the boat as a result of mishandling or improper mooring;
  - 9.2.6. For damage caused by accidents.
  - 9.2.7. For damages caused by failure to comply with the Manufacturer's recommendations regarding the use and care of the boat;
  - 9.2.8. For damages resulting from a trailer having been improperly adjusted by the owner alone and/or by anyone other than an authorised Finval dealer, or from an improper position of the engine when the boat is being moored or towed or trailered.
  - 9.2.9. For corrosion or damages caused by hazardous substances getting on the boat surface and containing raw propylene, copper, mercury, arsenic or lead; or damages resulting from direct contact between the aluminium hull and metals, such as steel, brass, bronze or copper;
  - 9.2.10. For damages caused to the boat by road salt, bird dung or rodent;
  - 9.2.11. For mould growing on finishing and covering materials, where such mould is a result of improper ventilation of the boat, including lockers, shelves and niches, glove boxes, surfaces of the stern and bow platforms, bilge space;
  - 9.2.12. For non-original components or parts of the boat or any other equipment covered by individual warranties offered by their respective manufacturers, including engine components, engines, hoists, propellers, boat trailers, refrigerators, heaters, echo sounders and navigation devices, audio systems and accumulator batteries.
  - 9.2.13. For defects in equipment that was installed by the owner alone and/or by a maintenance provider not authorised by the Manufacturer;
  - 9.2.14. For any failures or damages caused by alterations in the factory-built elements or design of the boat.
  - 9.2.15. For any alterations made in the boat by the owner alone;

- 9.2.16. For the repair of any failure or defect resulting from a previous repair by anyone other than a Manufacturer or an authorised Finval dealer and without an approval from the Seller (Dealer or Manufacturer);
- 9.2.17. For failures caused by rain water penetrating through a canvas enclosure or travel cover;
- 9.2.18. If the Manufacturer recalls the boat for any reason that is neither covered by nor mentioned in this limited warranty.
- 9.2.19. For any damages resulting from failure to follow navigation rules or speed recommendations, or from operating the engine above the maximum brake power indicated on the engine tag (Builders Plate), or from breach of fuel consumption rules or performance specifications.
- 9.3. Limitation of Warranty in case of signs of mechanical damage or damage caused by improper operation does not apply to the components and structural elements of the boat, classified in group 4 in case of non-commercial and/commercial use of the boat, respectively.
- 9.4. The warranty does not cover usual wear and tear caused by conditions beyond the control of the Manufacturer.
- 9.5. The Warranty does not apply to liquids, filters, lamps, fuses and/or fire extinguishers.
- 9.6. The Manufacturer shall not be liable for the idle time costs, losses (including loss of profit), reduction of the value of goodwill, decline of trust in the company, loss of operability of any ancillary equipment or any damage thereto, or for any other consequential, incidental, specific or subsequent damages resulting from a Finval boat appearing to be defective or non-conforming with the specifications.

## **10. RELATIONS BETWEEN WARRANTY CONDITIONS AND MANDATORY PROVISIONS OF THE CONSUMERS RIGHTS PROTECTION LAWS**

- 10.1. This Warranty provided by the Manufacturer does not limit the Buyer's right to refer to consumer protection laws, liability for product quality or other mandatory legislation regulating the issues of consumer rights protection in the Buyer's home country.