



WARRANTY CARD

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Customer

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Vessel number

I. Scope of warranty

1. The Seller guarantees that the purchased Boat is free from defects in material and craftsmanship (hereinafter collectively referred to as “Defects” or “Defect”).
2. The warranty is valid for a period of 24 months (6 months when purchased by a company, entrepreneur or when purchasing it for commercial purposes) from the date of its reception (hereinafter referred to as “Warranty period”). The rights granted along with this warranty can be used by any Boat owner, if the Defect appears and is reported to the Seller within the Warranty period – as described in the sections below.
3. If any Defect appears in a Boat component within the Warranty period and is reported to the Seller by the Boat Owner within the Warranty period, the Warranty entitles the Buyer to exchange or repair the defected Boat component.
4. In the case defined in section 3 above, it is the Seller who decides at own discretion, whether the Boat component is subject to repair or replacement with a new one.
5. The Warranty does not entitle to make a claim for compensation or any other benefits to cover costs, losses or expenses (including the transport costs of Boat components, the costs of telecommunication services, board, accommodation, loss of profits, time, etc.) borne by Boat Owners as a result of claim procedure and the existence appearance of Defect related to the claim.
6. Normal wear and tear (especially wear, abrasions or mechanical damage to the mattress or Bimini, ladder rubbers or the pantograph, ropes, cockpit lockers, etc.) and repairs or replacement or parts necessary as a result of routine regular Boat inspections are not covered by the warranty.
7. Wooden Boat components are not covered by the Warranty.
8. Motors, solar batteries, rechargeable batteries, chargers and other electronic Boat components are not covered by this Warranty. The above-mentioned components are covered by warranties granted by their manufacturers.
9. The Seller has the right to reject a claim, if:
 - a) the Boat or its components are misused (used not for their intended purpose) or used without observing relevant instructions or generally accepted rules;
 - b) the Boat is used without observing safety rules, operation and maintenance instructions included in relevant manuals and other documents related to the Boat or resulting from general precautions and the rules for use of recreational vessels;
 - c) the Boat has been subject to modifications or it has been fitted with additional parts or accessories that, in Seller’s opinion, have an impact on generating the Defect;
 - d) any repair performed without consulting the Seller is a cause for rejecting a warranty claim.
 - e) the Defect has occurred for reasons beyond the control of the Seller.

II. Warranty procedure

1. The Buyer of the Boat reports to the Seller – in the form of an e-mail message sent to the following address

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– the presence of a Defect that occurred within the Warranty Period within seven (7) days from the date of its detection and, along with Defect submission provides the Seller with the following documents and data:

- a) Scan of the Boat proof of purchase received from the Seller;
 - b) Scan of the Boat reception report (including the date of reception);
 - c) Vessel number
 - d) A short description of the Defect with a precise date, time, place, situation in which the defect occurred and it was detected and other relevant circumstances;
 - e) Minimum three (3) photos of the Defect/ failure that occurs as a result of the Defect. When it is impossible to verify the Defect based on the above-mentioned photos, the Manufacturer can demand to get a short video showing the Defect or failure resulting from the presence of Defect to be submitted to the Seller within three (3) days from the date the Seller demands the video. If neither the photos nor the video allow – in Manufacturer’s opinion – to verify the nature of Defect/failure occurred as a result of the Defect or the reason for the Defect, the Boat component related to the Defect or failure occurred as a result of the Defect can be sent to the Seller – on Seller’s request and the expense of the Buyer.
2. After reporting the claim or after sending the video as defined in section II paragraph 1 letter e) above, or after providing the Boat component related to the Defect or failure occurred as a result of the Defect, the Seller has fourteen (14) days to consider the claim.
3. If the Seller considers the claim to be justified, they can at their own discretion;
- a) at their own cost, manufacture and provide the Buyer with a new part as a replacement for the defected one. If the Seller, based on photos or videos as defined in section II paragraph 1 letter e) or after examining the component, establishes that the Defect or failure occurred as a result of the Defect can be rectified by repairing the related Boat component instead of manufacturing a new part, on Seller’s request, the Buyer will send the part at its cost to the Seller. In this case the Seller repairs the defective part and sends it back to the Seller at their cost. The Seller can also decide to repair the defective part at the Buyer’s premises – on the date and place agreed with the Buyer.
4. If the Buyer sends the Boat component related to the Defect to the Seller at their own cost, and the Seller considers the claim to be justified, then – independently of the method for satisfying the claim – the Seller will reimburse the Buyer the equivalent value of shipping costs of the specific part borne by the Buyer. If the Seller considers the claim to be unjustified, the shipping costs shall be borne by the Buyer.
5. The Warranty is valid on the territory of the Republic of Poland.

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Stamp

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Date of purchase