



# Powerboat™ Limited Warranty

Ikar-Marin LLC (the "Manufacturer"), which manufactures aluminium boats under the Powerboat™ brand name, provides a voluntary limited warranty to the end user in accordance with the following terms and conditions.

## 1. Application of warranty terms and conditions

These warranty conditions apply to boats purchased after January 1, 2022 from an authorized Powerboat™ dealer by the end user ("Owner").

The manufacturer assumes responsibility for fulfilling the warranty obligations provided:

- the Owner reports the problem within the applicable warranty period;
- this case does not fall under the exclusions provided for in this warranty.

The warranty covers the boat, its standard equipment and accessories manufactured or authorized for installation by the Manufacturer. It is at the sole discretion of the Manufacturer whether to repair or replace the damaged part of the Powerboat boat.

The warranty does not cover equipment and accessories purchased by the customer elsewhere that are not part of the original equipment of the boat.

The warranty does not cover defects in the boat caused by installation work performed by a third party contrary to the manufacturer's instructions and practices or other improper installation.

This limited warranty is void, if the Powerboat boat has been used at any time, even by the previous owner, for:

- for industrial or commercial purposes;
- by public authorities;
- in sports competitions and races.

Depending on the specifics of the legislation in the countries where the boat is sold, the terms of this warranty may vary.

## 2. Definition of a defect

A defect or malfunction is a deviation from the standard values declared by the Manufacturer that affects the normal operation of the boat. The existence of defects or malfunctions is determined by an expert.

Normal wear, corrosion and aging caused by harsh operating conditions are not considered defects in the hull and finishing elements of the boat. For example: storm conditions, exposure to low temperatures, salt water, de-icing salt, strong corrosive, alkaline or acidic chemicals, mechanical surface defects caused by friction with sand and stones.

## 3. Manufacturer's liability

The Manufacturer is the guarantor of the fulfillment of these warranty conditions. The Manufacturer warrants that during the entire warranty period the boat is fit for use and free from any defects in workmanship, materials or construction when the boat is first sold to the Buyer.

If any of the above features are not true, the boat has a defect as defined in section 2 of these warranty conditions. The Manufacturer undertakes to eliminate defects that occurred in the boat during the warranty period at its own expense.

The manufacturer is not responsible for:

- defects caused by improper operation of the boat;
- defects caused by improper installation or maintenance by a third party;
- due to normal wear and tear.

The manufacturer has the exclusive right to make changes in the design and equipment of the boat in order to improve its performance.

The Manufacturer's liability is always limited to the purchase price of the boat and their components, unless otherwise provided by the current and binding provisions of the legislation of the Owner's country.

## 4. Warranty period

This limited warranty starts from the date of delivery of the boat to the first Owner and has the following warranty periods:

Boat element	Non-commercial use	Commercial use
Strength and tightness of aluminium hull elements and welds.	5 years	1 year
Stainless steel fittings, finishing elements (vinyl, carpet) and their adhesion to surfaces.	3 years	1 year
Plastic fittings, consoles, steering and electrical equipment, fuel system, canvas enclosures, seat upholstery.	2 years	1 year
Paint coating, film coating <sup>1</sup> .	2 years	1 year
Protection of moisture-resistant plywood from swelling and delamination.	2 years	1 year

<sup>1</sup> - The paintwork warranty covers defects and damage to the painted surface, with the following limitations:

- minor changes in the external surfaces of the boat caused by weather conditions, that do not affect the strength or usability of the boat;
- micro-peeling of the paintwork in the area of screws and holes;
- minor paint irregularities or minor surface defects that are not considered defects covered by the warranty.

If the original Owner changes or the boat is otherwise transferred to a third party, the warranty periods continue to be valid in favor of the new owner until the expiration of the original warranty periods.

## 5. Limitation on the application of the warranty terms

Under no circumstances is the following covered by the warranty:

- parts and accessories<sup>2</sup> not installed by an authorized Powerboat™ dealer or Ikar-Marin LLC factory, such as, but not limited to: outboard motors, controls, trolling motors, anchoring equipment, navigation equipment, audio systems, and stand-alone heaters;
- the boat was used improperly, contrary to instructions or with negligence;

- the boat was equipped with accessories or spare parts, the unsuitability, method of installation and operation of which led to the defect;
- the boat was used in sports competitions or races;
- the boat was involved in an accident;
- the boat was damaged as a result of vandals or illegal actions of third parties;
- the boat was mechanically damaged as a result of transportation on a car trailer;
- after an accident on the water, the insurance company bought the boat;
- the boat has been modified or repaired with the use of spare parts and/or methods not approved by the Manufacturer;
- the boat was involved in an accident or exposed to weather conditions, corrosion or harmful environmental conditions;
- the surfaces of the boat have been damaged by surface treatment with chemicals harmful to aluminium or if the boat has been exposed to them;
- the boat's CIN-code has been changed, deleted, or damaged, making it impossible to identify the boat;
- the boat has been equipped with a more powerful engine than allowed in the CE Certificate;
- the boat has been operated in more difficult conditions than provided for by its category of sailing or design standards;
- the boat has been transferred to a third party for commercial use.

<sup>2</sup>- Such parts and accessories may have their own warranty policy. Please refer to the warranty terms provided by the manufacturer of the respective parts and accessories.

The warranty does not cover normal wear and tear caused by conditions beyond the control of the Manufacturer, such as power leaks from the ground that may cause corrosion of aluminium.

## 6. Conditions necessary for the performance of warranty liabilities

The owner of the boat must notify an authorized Powerboat™ dealer within four days of the defect or damage. At the same time, the use of the boat must cease.

The owner must take reasonable measures to prevent the defect or damage from increasing.

Ikar-Marin LLC shall not be liable for damages caused by the use of the boat after the defect has been detected. The cost of transportation of the boat to the authorized dealer and back for warranty service is borne by the owner of the boat. The customer must also present proof of purchase to the authorized Powerboat™ dealer and sign a repair/work order prior to the repair.

## 7. Performing warranty repairs

The Manufacturer is responsible for the costs associated with the repair work. All parts and equipment removed from the boat in connection with the repair become the property of the Manufacturer. After the repair work has been completed, the boat shall be returned to the authorized Powerboat™ dealer to whom the Owner handed over the boat for repair. After repair, the warranty on the boat is increased by the period during which the boat was under warranty repair, but not more than 90 days.

Claims regarding the quality of warranty repairs shall be accepted within fifteen days from the date of return of the boat to the Owner.

## 8. Relationship between warranty terms and mandatory provisions of consumer protection legislation

This voluntary and limited warranty provided by the Manufacturer does not limit the right of the Owner, acting as a consumer, to invoke consumer protection, product liability or other mandatory legislation governing consumer protection in the consumer's home country. Thus, the consumer may refer to mandatory legislation, for example, if statutory rights differ from this warranty or if a boat defect is discovered after the warranty period has expired.