

## **Terhi Boat warranty conditions**

### **1. Application of the guarantee conditions**

These warranty conditions apply to the voluntary and limited warranty given by Oy Brandt Ab ("Boat Manufacturer"). The warranty applies to serially manufactured boats sold new with hull numbers ("Boat") and is given to the purchaser of the Boat ("Customer") subject to the exclusions set out in these terms and conditions.

The warranty covers the hull and deck structures of the Boat and defects resulting from the installation of components and fittings by the Boat Manufacturer or its authorised dealer ("Dealer"). The fittings installed or fitted on the Boat by the Boat Manufacturer and the Dealer ("Fittings") are warranted on a per fitting basis by the equipment suppliers of the relevant Fittings ("Equipment Supplier"). Such equipment includes, but is not limited to, steering, gauges, electrical system, electronics, trim levels, canopy, cushion sets, seats, retrofits and accessories. The equipment-specific warranty may be shorter than that provided by the boat manufacturer and is subject to the equipment supplier's warranty conditions. If the Equipment is installed by a party other than the Boat Manufacturer, the quality of the installation is the responsibility of the installer and is not covered by these warranty terms. Fittings purchased by the Customer from other sources which are not part of the original delivery of the Boat are not covered by this warranty.

The hull number of the boat covered by the warranty is indicated on the boat's warranty card and in the sales contract or certificate of delivery.

### **2. The guarantor**

Under these terms and conditions, the warranty is given by the boat manufacturer.

### **3. Guarantee period, area and limitations**

Warranty Period means the period of time during which the Boat is under warranty ("Warranty Period"). The Warranty Period is five [5] years from the date of delivery of the Boat, up to a maximum of six [6] years from the date of completion of the Boat if the Customer is a consumer ("Consumer Customer"). The Warranty Period for a Boat intended for non-consumer use (e.g. commercial, governmental or similar use) is one [1] year from the date of delivery, up to a maximum of two [2] years from the date of completion of the Boat. The date of delivery of the Boat is indicated in the delivery note and the date of completion of the Boat is indicated by the Boat Builder. The warranty applies only to Boats for which the warranty card has been completed and delivered to the Customer at the time of delivery of the Boat or the validity of the warranty can otherwise be fully verified.

Regardless of the Warranty Period, the Warranty will expire if:

- The Consumer Customer who purchased the Boat from the Dealer or Boatbuilder transfers the Boat to the trader during the Warranty Period, and the Boatbuilder has not expressly given a warranty to the transferee by written contract.
- The insurance company will redeem the boat after the damage.
- Structural modifications are made to the boat by someone other than the boat builder.
- The boat is used for professional, rental, peer-to-peer or competitive purposes or for any of the above.
- An outboard engine more powerful or heavier than the maximum permissible engine power stated on the manufacturer's type plate shall be installed on the boat.
- The manufacturing number of the boat has been removed.

The guarantee does not cover antifouling painting.  
The guarantee is valid in the EU countries, Norway, Iceland and Switzerland.

### **4. Content of the guarantee and definition of the defect**

A defect is an objectively assessed deviation from the normal quality of the boat model in question or from the guidelines given by the boat manufacturer, taking into account the age of the boat and the amount of driving. Defects include, but are not limited to, defects in construction, workmanship and design and other defects and deficiencies that impair the serviceability of the Boat during the Warranty Period.

The warranty does not cover defects caused by factors beyond the control of the Boat Manufacturer, such as weather variations, normal wear and tear, condensation, improper or inadequate maintenance, inadequate repair of damage, use or storage contrary to the instructions in the Owner's Manual or negligent use, misuse, corrosion caused by antifouling paint and electrical leakage from outside the Boat or from the engine. The warranty does not cover aesthetic abnormalities, hairline cracks, discolouration caused by UV radiation, surface rusting of railings or kneepads, oxidation, moulding or yellowing, fading or melting of colours due to the use of solvents. The warranty also does not cover any defect not notified to the Dealer or the Boat Manufacturer in accordance with these warranty conditions.

The Boatbuilder shall not be liable for a defect if the Boat has been used in conditions more demanding than the design category or design standards or if the Boatbuilder considers it likely that the defect is due to a cause on the part of the Customer. The cause may be, for example, accident, failure to comply with the instructions for use or care or other handling contrary to the instructions or out of the ordinary, or failure to carry out maintenance in

accordance with the maintenance instructions issued by the Boat Builder, or failure to carry out the maintenance properly.

The boat manufacturer's liability only covers defects that occur when the boat is used in accordance with the instructions and in normal use.

## 5. Procedure in case of errors

The Customer must notify the Boat Dealer in the first instance and the Boat Manufacturer in the second instance of the defect within a reasonable time from the time he discovered or should have discovered the defect, with the risk of invalidating the warranty. The Consumer Customer must report the defect within two (2) months from the time he discovered the defect, on pain of voiding the warranty. The customer must take reasonable steps to limit the damage. If the Customer fails to do so, the Customer shall be liable for the damage to the extent that the failure has contributed to the damage. In the event of a defect, the Customer must always act in such a way that the damage is not increased by his actions or omissions (e.g. refrain from using the defective product and ensure that it is repaired without delay).

When reporting a defect, the Customer must present a warranty card or other reliable proof of the validity of the warranty. The Boat Manufacturer and the Dealer shall agree on the method of rectification of the defect.

The Customer shall provide the Dealer or the Boat Manufacturer with the necessary information and pictures of the defect, the date and circumstances of its occurrence, the warranty card and his own contact details.

The Dealer shall provide the Boat Manufacturer with a written estimate of the cost of repairing the defect. The estimate shall be accompanied by photographs of the defect. The Dealer shall not commence the repair without the written permission of the Boat Manufacturer.

For equipment installed on the boat, the Dealer shall provide the Equipment Supplier with a written estimate of the cost of repairing the defect. The estimate shall be accompanied by photographs of the defect. The Dealer shall not commence the repair without the written permission of the Supplier.

The Boat Manufacturer shall provide the Dealer with the contact details of the Equipment Supplier.

## 6. Obligations of the boat manufacturer in the event of a defect

When a defect occurs in the Boat, the Customer has the right to request that the Boat Manufacturer endeavours to correct the defect within a reasonable time after receiving notification of the defect.

The boat manufacturer has the right to repair the defect in the first instance if this can be done within a reasonable time, taking into account the nature and extent of the defect, and in such a way that the Customer does not incur any costs or suffer any substantial inconvenience as a result of the repair, taking into account the intended use of the boat. The repair shall be carried out at a repairer designated by the Boat Manufacturer. However, every effort will be made to carry out the repair at a location that is most convenient for both the Customer and the Boat Manufacturer. If

the defect is minor and does not interfere with the use of the Boat, the repair may be carried out during the winter storage of the Boat at the end of the boating season.

If a defect in the Boat is not covered by the warranty, the Boat Manufacturer must inform the Customer and ask whether the Customer wishes the defect to be remedied. In this case, the Boatbuilder may charge the Customer for the cost of repairing the defect. The Customer shall also be liable to reimburse the Boat-builder for any costs incurred for the transport of the Boat and for the travel of its personnel.

The boat manufacturer is also entitled to charge the Customer for the costs of investigating the fault and other expenses incurred if the Customer has submitted the boat for warranty repair in a clearly unnecessary manner (for example, if the fault is caused by the Customer himself and he has clearly come to understand this).

The consumer-customer is entitled to compensation for the damage he/she suffers as a result of a defect in the boat. In this case, the compensation shall cover direct damages, such as the telephone and travel expenses incurred by the Consumer-Customer in settling the matter.

Indirect damage caused by defects will not be compensated and the warranty does not cover any incidental, consequential or similar costs, such as loss of use of the boat or loss of life.

Repairing or replacing the boat within the Warranty Period does not extend the original Warranty Period.

## 7. Relationship of guarantee conditions to the provisions of consumer protection law

These warranty conditions are without prejudice to the Consumer Customer's right under Chapter 5 of the Consumer Protection Act to claim a defect in the Boat. The Customer may thus invoke the statutory liability for defects of the Dealer or the Boat Manufacturer or any other previous seller or intermediary, for example, if the defect is excluded from the warranty in the warranty conditions or if the defect occurs after the expiry of the warranty period. In such cases, the liability for defects shall be governed by consumer protection law. However, the Boat Manufacturer's liability for defects in parts of the Boat which occur after the Warranty Period or which are not covered by the Warranty is limited to the Customer who purchased the Boat new.

## 8. Settlement of disputes

Disputes arising from the terms of the guarantee will be settled primarily by negotiation between the parties. If the dispute cannot be settled by negotiation between the parties, the Consumer-Customer may refer the dispute to the Consumer Disputes Board. If the dispute is brought before a district court, disputes concerning the contract concluded with the Consumer-Customer shall be settled by the ordinary district court of the Consumer-Customer's place of residence, unless the Consumer-Customer wishes to bring an action before the district court of the defendant's place of residence. In other cases, the competent court is the district court of the defendant's domicile.