

WARRANTY POLICY

April 2022

1. Legal warranties

1.1. Warranty against hidden defects

The Products are covered by the legal warranty against hidden defects resulting from a defect in material, design or manufacture affecting the products delivered and making them unfit for use, under the conditions and within the time limits set forth in Articles 1641 et seq. of the French Civil Code.

In the event that an action based on the warranty against hidden defects is brought by the Customer under the conditions provided for in Articles 1641 et seq. of the French Civil Code, the Customer may request either the cancellation of the sale or a reduction in the sale price in accordance with Article 1644 of the French Civil Code, provided that he/she can prove the existence of an undetectable defect in the Product existing at the time of delivery.

1.2. Legal warranty of conformity

This warranty is only applicable to Non-Professional Customers.

The Customer may act on the basis of the legal warranty of conformity in the event that the Product does not comply with the technical specifications set forth in the Quotation or if, in general, it is not suitable for the use that may be expected of the Product.

When acting on the basis of the legal warranty of conformity, the Customer :

- Must bring its action within a maximum period of two years from delivery of the Product;
- May choose between repair or replacement of the Product, subject to the cost conditions provided for in Article L. 211-9 of the Consumer Code; LITEBOAT may prefer replacement or repair of the Product if the Customer's request proves to be excessively expensive;
- Is exempted, during the 24 months following its delivery, to bring evidence of the existence of the non-conformity of the Product at the date of delivery.

The legal warranty of conformity applies independently of the commercial warranty that may cover the Product.

In order to exercise its rights under such warranty, the Customer must inform LITEBOAT in writing of the non-conformity of the Products within the above-mentioned deadlines and return the defective Products at its own expense to LITEBOAT's workshop.

The Customer shall indicate to LITEBOAT whether he/she wishes to have the Products replaced or repaired. However, if the Customer's choice results in a cost that is clearly disproportionate, given the value of the Product or the importance of the defect, LITEBOAT may implement the method not chosen by the Customer. Generally speaking, given the value of the Boats, and in the interest of the environment, LITEBOAT will attempt to repair any non-conformity notified under the legal warranty, unless this is deemed impossible or more costly than a standard exchange.

If both repair and replacement of the Product are impossible, e.g. due to unavailability of spares or Products, the Customer may return the Product and get the price back or keep the Product and get part of the price back.

Refunds for Products found to be non-conforming or defective will be made as soon as possible and at no later than 30 days after LITEBOAT's finding of the non-conformity or hidden defect. Refunds will be made by crediting the Customer's bank account or by bank check sent to the Customer.

In accordance with article L.211-2 of the French Consumer Code, the texts applicable to legal guarantees are recalled in the appendices of these T&Cs.

It is reminded that these provisions are only applicable to Non-Professional Customers.

2. Contractual warranty

Regardless of the legal warranties, LITEBOAT grants the Customer a contractual warranty under the terms defined below.

2.1. Scope of the warranty

LITEBOAT warrants to the Customer that the Products are free from defects in design, materials and workmanship for a period of eighty-four (84) months from the date of delivery to the Customer ("Warranty Period »). This warranty is applicable to all Customers, Professional or Non-Professional. This warranty is non-transferable in the event of resale of the boat by the owner.

2.2. Procedure

In order to facilitate the processing by LITEBOAT of any claim under this warranty, the Customer shall register on the Website. No claim will be considered if the Customer is not duly registered with LITEBOAT. LITEBOAT will provide all necessary assistance to the Customer for this registration.

The Customer shall notify LITEBOAT of any defect concerning a Product sold, during the Warranty Period, by filling in the SAV form provided by LITEBOAT on its website. LITEBOAT may request prior verification of the alleged defect or claim by an on-site inspection at the Customer's premises, which will be carried out personally or through one of its distributors. Alternatively, the Customer may send photos and/or videos of the allegedly defective Product, if this is sufficient to establish the defect, without carrying out an on-site inspection. These verifications will be carried out as soon as possible.

LITEBOAT will investigate all claims made by the Customer on the basis of evidence provided by the Customer. If such evidence is deemed sufficient to establish the existence of the defect, and subject to the exclusion clauses set forth below, the Customer shall return the defective Products, at its expense, to LITEBOAT's workshop. LITEBOAT will proceed, or have a distributor proceed, at its own expense, to repair the Product. It is the Customer's responsibility to ensure the transport of the Product to LITEBOAT's workshop, and the cost of returning the Product, once repaired, is also at his expense.

If the repair of the Product proves impossible within a reasonable period of time (which shall not exceed 60 days), or of a disproportionate cost compared to the use value of the Product, LITEBOAT may, at its discretion, decide to refund the Customer for the price of the Product, after application of an obsolescence coefficient calculated as follows, per year of use of the Product:

- 30% for the first year
- 10% per year in years 2, 3 and 4
- 5% the following years until the 7th year of use

2.3. Exclusions

The warranty provided in this Section 9.2 does not apply to defects or damage resulting from normal wear and tear, accident, improper installation, improper maintenance, negligence, misuse (i.e., not in accordance with the operating instructions specified in the user guide), unauthorized modification or repair, improper handling or storage of the Products.

In particular, the following cosmetic defects are not covered by this section of the warranty:

- 1) Wheel bearings, aluminum rails, foot straps, plastic rails for foot stretchers, hatch doors, drain plugs. *All these elements must be rinsed, cleaned, greased regularly, and these elements must be changed regularly according to the conditions of use of the boats (salt water, sand, ...)*
- 2) Scratches on metal elements that are painted or anodized (riggers, foot stretcher plates, quick release parts,...) and scratches on carbon elements
- 3) Thin cracks or scratches on the gelcoat
- 4) Discoloration of the hull and deck, discoloration of the mast. *All boats must be stored under a cover in a dry place.*
- 5) Marks of the core layer materials through the gelcoat. *LITEBOAT deliberately uses thin materials and thin gelcoat to save weight and increase performance. Therefore, the core layer materials can be more visible through the gelcoat than usual on boats.*
- 6) Wear and tear on ropes, sails, cleats, winches, shoes, seats, foot stretchers, rudder, fin, deck foams.
- 7) Rust marks on screws and pins