

## WARRANTY POLICY LITEBOAT

MARCH 2024

*This document is an extract from the Liteboat Terms and Conditions of Sale available on our website [www.liteboat.com](http://www.liteboat.com)*

### **1) Legal Guarantees**

#### **1.1 Guarantee against hidden defects**

The Products benefit from the legal guarantee against hidden defects resulting from a defect in material, design, or manufacturing affecting the delivered products and making them unfit for use, under the conditions and deadlines provided for by articles 1641 and following of the French Civil Code. In the event that action based on the warranty for hidden defects in the sold item is brought by the Client under the conditions provided for in articles 1641 and following of the French Civil Code, the Client may request either the resolution of the sale or a reduction in the sale price in accordance with article 1644 of the French Civil Code, on condition of proving the existence of a hidden defect in the Product existing at the date of delivery.

#### **1.2 Legal conformity warranty - TWO YEARS**

This warranty is only applicable to Non-Professional Clients. The Client may act on the basis of the legal conformity warranty in the event that the Product does not comply with the technical specifications provided in the Quote or if, in general, it is not suitable for the use that can be expected of the Product.

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

- Benefits from a period of two years from the delivery of the Product to act;
- May choose between repairing or replacing the Product, subject to the cost conditions provided for in Article L. 211-9 of the French Consumer Code; LITEBOAT may prefer to replace or repair the Product if the request made by the Client proves to be disproportionately costly;
- Is exempt, during the 24 months following its delivery, from proving the existence of the non-conformity defect of the Product at the date of delivery.

The legal conformity warranty applies independently of any commercial warranty that may possibly cover the Product. In order to assert his rights, the Client must inform LITEBOAT in writing of the non-conformity of the Products within the aforementioned deadlines and return the defective Products at his own expense to LITEBOAT's workshop.

The Client must inform LITEBOAT whether he wishes to replace or repair the Products deemed non-compliant or defective. However, if the Client's choice entails a manifestly disproportionate cost compared to the other option, taking into account the value of the Product or the importance of the defect, LITEBOAT may implement the option not chosen by the Client. In general, considering the value of the Boats and environmental concerns, any

non-conformity defect eligible for the legal warranty will lead to an attempt to repair the Boat, unless it is deemed impossible or more costly than a standard exchange.

If both repairing and replacing the Product are impossible, for example due to unavailability, the Client may return the Product and receive a refund or keep the Product and receive a partial refund. Refunds for Products deemed non-compliant or defective will be made, if applicable, as soon as possible and no later than 30 days following the finding by LITEBOAT of the non-conformity defect or hidden defect. The refund will be made by crediting the Client's bank account or by bank check sent to the Client.

In accordance with Article L.211-2 of the French Consumer Code, the texts applicable to legal warranties are recalled in the appendices to these T&Cs. It is reminded that these provisions are only applicable to Non-Professional Clients.

## **2) Contractual Warranty - ADDITIONAL FIVE YEARS**

In addition to the legal warranties, LITEBOAT grants the Client a contractual warranty under the terms defined below.

### **2.1 Scope of the warranty**

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

### **2.2 Procedure**

In order to facilitate the processing by LITEBOAT of any claim under this warranty, the Client must register on the LITEBOAT website within 90 days after delivery (registration page: <https://www.liteboat.com/warranty/>). No claims will be examined if the Client is not duly registered with LITEBOAT. LITEBOAT undertakes to provide all necessary assistance to the Client for this registration.

The Client must notify LITEBOAT of any defect concerning a Product sold, during the Warranty Period, by contacting LITEBOAT. LITEBOAT may request a prior verification of the alleged defect or claim by an on-site inspection at the Client's premises, which will be carried out personally or through one of its distributors. Alternatively, the Client may provide photos and/or videos of the allegedly defective Product, if this is sufficient to establish the defect, without proceeding with an on-site inspection. These verifications will be carried out as soon as possible.

LITEBOAT will examine all claims made by the Client based on the evidence provided by the Client. If this evidence is deemed sufficient to establish the existence of the defect, and subject to the exclusion clauses set out below, the Client must return the defective Products, at his own expense, to LITEBOAT's workshop. LITEBOAT will proceed, or will have a distributor proceed, at its own expense, with the repair of the Product. It will be the

responsibility of the Client to transport the Product to LITEBOAT's workshop, with the return shipping costs of the repaired Product also being at his expense. If the repair of the Product proves impossible within a reasonable period (which shall not exceed 60 days), or disproportionately costly in relation to the Product's value, LITEBOAT may, at its discretion, decide to reimburse the Client the price of the Product, reduced by a depreciation coefficient calculated as follows, per year of use of the Product:

- 30% for the 1st year
- 10% for the 2nd, 3rd, and 4th years
- 5% for subsequent years up to the 7th year of use

### **2.3 Warranty Exclusions**

The warranty provided in this Article 8.2 does not apply to defects or damages resulting from normal wear and tear, an accident, incorrect installation, improper maintenance, negligence, misuse (i.e., not in accordance with the usage 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 warranty section:

- 1) Wheel bearings, foot straps, plastic rails for footrests, hatches, drain plugs. All these elements must be rinsed, cleaned, greased regularly, and these elements will need to be regularly replaced depending on the conditions of boat use (saltwater, sand, ...).
- 2) Scratches on metallic elements that are painted or anodized (riggers, foot plates, quick releases,...). Scratches on carbon elements.
- 3) Cracks or micro-scratches on the gelcoat.
- 4) Discoloration of the hull and deck, discoloration of the mast. All boats must be stored indoors in a dry place.
- 5) Marks through the gelcoat. LITEBOAT deliberately uses thin materials and a thin gelcoat to save weight and increase performance. There are more marks through the gelcoat than usual on boats.
- 6) Wear of ropes, sails, cleats, winches, shoes, seats, foot stretchers, rudder, fins, deck foams.
- 7) Any metal part attached to the boat (riggers, riggers supports, rails, screws).

**8) Any corrosion on any part of the boat.**