

# **GENERAL WARRANTY PROVISIONS DRAFTED BY THE FINNISH MARINE INDUSTRIES FEDERATION FINNBOAT ry**

## **1. Application of warranty provisions**

The undermentioned warranty provisions apply when selling new series-produced boats equipped with hull identification numbers. The warranty also covers equipment permanently installed in the boat as an integral part of the delivery but excludes equipment covered by a separate warranty. Equipment acquired by the purchaser from other sources and which is not included in the original boat delivery is not covered under the terms of this warranty.

The hull identification number and other boat particulars are recorded in the sales contract and in the boat's warranty- and service book/deed of conveyance (select appropriate alternative).

(Attention! The certificate of warranty shall be handed over only at the moment of surrender when the hull identification number etc., personal details are already known.)

## **2. Warranty provider**

Under the terms of these warranty provisions, warranty is provided by the manufacturer/importer. Contact details for the warranty provider are shown in the warranty certificate which is given to the buyer in the process of handing over the boat.

## **3. The warranty's period-, area-, and limitations of validity**

The warranty is valid for \_\_\_\_ years from the date of handover of the boat provided the buyer is the consumer.

The engine is guaranteed for \_\_\_\_ hours.

When the boat is intended for other purposes (e.g. as a source of livelihood, for official activities, or for similar usage), the warranty is valid for \_\_\_\_ years or \_\_\_\_ hours from the date of handover after which the warranty ends on expiration of either the year or hour limitation whichever comes first.

The date of handover of the boat is shown in the certificate of conveyance.

The warranty is terminated if, during the period of its validity, the first buyer of the boat surrenders it to a person engaged in earning a living in the marine industry, and the warranty provider has not further endorsed the validity of the warranty.

The warranty is also invalidated if, after damage has occurred to the boat, the insurance company redeems it, or, if the material structure of the boat or the programming of its engine is changed without written consent from the provider of the warranty.

The warranty is valid in the following countries: The EU, Norway, Iceland and Switzerland (or in a more extensive area).

#### **4. Terms of warranty and definition of defects**

The warranty provider is responsible for ensuring that the functionality and quality of the boat remain normal during the period of the warranty. If otherwise, there is a defect in the boat. A defect is objectively evaluated as deviating from the standard quality of the boat model in question or the rating provided by the manufacturer bearing in mind the age of the boat and the extent to which it has been driven. For example, defects can be of a construction, manufacturing and structural nature and include other faults and deficiencies that compromise proper operation of the boat during the warranty period.

Small changes to the boat's external surfaces brought about by weather variations and that have no influence on the strength and serviceability of the boat as well as slight irregularities in paint work, lacquer work, woodwork or chrome finish or other minor surface blemishes are not considered as defects under the terms of the warranty.

The provider of the warranty is not responsible for a defect if he deems it probable that the quality or functionality of the boat or related equipment deviate from normal on the grounds that the buyer is to blame. For example, the defect may have been the result of an accident, failure to comply with operating or maintenance instructions, or other improper handling of the boat or its related equipment, or neglect or inadequate implementation of service and maintenance procedures in accordance with instructions supplied by the manufacturer or the importer.

The warranty provider is responsible only for those defects that occur during proper operation of the boat.

#### **5. Procedure to follow when defects arise**

The purchaser must notify the vendor of the boat or the warranty provider about the defect within a reasonable time from observing it or from the time he should have become aware of it. The consumer buyer may report the defect within two months from the time he actually becomes aware of it. When a defect occurs, the purchaser is nevertheless obliged to act in such a way that damages resulting from his actions or neglect do not get worse.

When reporting the defect, the buyer must produce the warranty certificate or otherwise provide a reliable explanation from where and when the boat was purchased.

The purchaser must in the first instant notify the retail dealer with whom an agreement has been made about procedures to follow in rectifying the defect.

Contact information for the retail dealer can be seen in the \_\_\_\_\_ (this information must always be supplied).

## **6. Warranty provider's responsibilities in the event of a defect**

When a defect is observed in the boat, the purchaser has the right to demand that the provider of the warranty repairs the defect within a reasonable time from being notified of it.

The warranty provider has the right in the first instant to repair the defect if, in view of the nature and extent of the defect, it can be done within a reasonable time and in such a way that it does not result in repair costs or material detriment to the purchaser. The repair shall be carried out in a workshop designated by the warranty provider. However, the repair should be carried out in a place mutually acceptable to both the buyer and the provider of the warranty.

In the event that repair is not possible, the buyer has the right to demand an appropriate discount commensurate with the defect or a defect-free replacement boat. If the defect is not of a minor nature, the consumer buyer has the right to void the sale. The same applies if the warranty provider does not rectify the fault within a reasonable time or without material detriment to the buyer.

If the defect that appears in the boat is not covered by the warranty, the warranty provider has the right to charge the buyer for any costs that arise from repairing the defect provided the buyer has demanded that the defect be repaired. The same applies for the warranty provider for any possible expenses that occur due to transporting the boat and the need for personnel to travel. The warranty provider also has the right to recover expenses that arise for checking the defect and other related costs should the buyer's complaint be unsubstantiated.

The consumer buyer has the right to compensation for the damage he has suffered due to a defect in the boat. Compensation is due for consequential damages such as, for example, telephone and travel expenses incurred by the buyer in clearing up the matter as well as other necessary settlement expenses such as the costs of acquiring a product inspector's statement and boat towing charges.

The warranty provider has a duty to compensate for incidental damages only if he acted without due care or if the boat differs at the moment the deal is struck from that which the provider of the warranty had specifically undertaken to deliver.

No other party other than the consumer buyer has the right to demand compensation for damages that arise from a defect that has appeared in the boat.

In the event that the boat has been purchased outside Finland, the warranty provider is not responsible for consequential or incidental damages arising from the defect. In this case, the consumer buyer's right to compensation for damages is governed by the law of the country where the act of purchase took place.

## **7. The relationship of the warranty provisions to consumer protection legislation**

In accordance with section 5 of Finland's Consumer Protection Act, these warranty provisions do not limit the buyer's right to appeal concerning a defect in the boat. The buyer can thereby establish the respective statutory responsibilities of the vendor, or traders/agents at earlier stages in the sales portal (e.g. importer or manufacturer) and appeal with respect to the defect, for example, when the defect is defined in the warranty provisions as being outside the scope of the warranty or if the defect appears only after the end of the warranty's period of validity. The responsibility of parties at earlier stages in the sales portal for defects in boat components that arise after the end of the warranty period or for defects that are not within the scope of the warranty is however confined to the buyer of the boat as new.

## **8. Resolution of disputes**

If disagreements cannot be resolved by negotiations between the parties, the consumer buyer can bring a dispute to the attention of the Consumer Complaints Board. If the dispute is taken to a court of law, it shall be dealt with by the district court in the consumer's place of domicile.