1 GENERAL INFORMATION

This Owner's Manual will help you to get to know the characteristics of your new boat, and how to do maintenance and services. The manuals for the equipment installed in the boat are enclosed in the separate boat folder, and they are frequently referred to. You should supplement the boat folder with manuals for equipment later installed in your boat.

1.1 WARNINGS AND REMARKS

Warnings and notes used in this manual are defined as follows:



DANGER!

Denotes that an extreme intrinsic hazard exists which would result in high probability of death or irreparable injury if proper precautions are not taken.



WARNING!

Denotes that a hazard exists which can result in injury or death if proper precautions are not taken.



CAUTION!

Denotes a reminder of safety practices or directs attention to unsafe practices which could result in personal injury or damage to the craft or components or to the environment.



NOTE!

For more information see indicated source (e.g. component manufacturer's manual).

1.2 WARRANTY

The boat and the equipment installed by the yard are given a 1-year warranty according to current warranty terms (see chapter 4, appendix). A great deal of the equipment is normally warranted directly by the manufacturers or their representatives, and usually it is easiest to be in contact with them directly in case of a direct warranty fault. This applies among others to the following equipment:

- engine and drive unit, steering system and engine control devices (often the possibility of an extended warranty)
- trim tabs
- toilet seat, pumps, stove, refrigerator and heater
- compass, navigation instruments, searchlights, windscreen wipers

The separate warranty certificates for this equipment as well as the names of the suppliers are enclosed in the boat folder. Some components may have a longer warranty period. In other warranty cases, you are advised to primarily contact your dealer, and if this does not lead to a satisfactory result, contact Botnia Marin. Enclosed (see 4.1 appendices) you can find a list of the boats main equipment with manufacturers and production numbers. This list will be of great help in case of any problems. Please note that some engine manufacturers offer the possibility of an extended warranty.



NOTE! – Equipment warranted directly by component manufacturer

Please read the component manufacturer's handbook, instructions and warranty terms. The buyer is obligated to contact the manufacturer for warranties that may require activation and registration of product. Please note that failure complete periodic maintenance may void warranty!

1 Application of the Warranty Terms

These Warranty Terms apply to serial produced boats that are sold as new and equipped with a hull identification number. The warranty also covers equipment included in the delivery that is fixed on the boat, with exception of any equipment that has its own warranty. Any equipment the Buyer has acquired elsewhere and has had installed and is not included in the original delivery, is not covered by this warranty. The compatibility of equipment the Buyer has acquired elsewhere with other equipment on the boat is not covered by this warranty.

The hull identification number and other information on the boat is stated in sales Contract and the User's Manual. (Note! The User's Manual is handed over at the time of delivery, when the hull identification number and other identification information are available)

2 Warrantor

The limited warranty as stated in these Warranty Terms is granted by the manufacturer. Contact details for the Warrantor can be found at the bottom of this page.

3 Duration, Territorial Scope and Limitation of Warranty

The warranty is valid for twelve (12) months from the date of delivery of the boat, if the Buyer is a consumer.

The warranty of a boat intended for other use (professional or official or other equivalent usage) is valid for twelve (12) months from the date of delivery of the boat.

The warranty for the engine is valid according to the separate terms and conditions in the engine manufacturer's warranty and service book.

The date of delivery of the boat is shown in the delivery bill.

The warranty expires if the first buyer of the boat hands the boat over to a professional in the boating business before the duration of the warranty has run out and the Warrantor has not extended the duration of the warranty. The warranty also expires if an insurance company buys out the damaged boat, or if the physical construction or engine programming is altered without written consent of the Warrantor.

The warranty is valid worldwide, excluding the EU-countries and EFTA countries (Iceland, Lichtenstein, Norway and Switzerland). Special terms apply for these countries.

4 Warranty Content and Definition of Lack of Conformity

The Warrantor is liable for ensuring that the usability and quality of the boat remain normal throughout the duration of the warranty. Otherwise the boat lacks conformity. The lack of conformity is an objectively assessed deviation from the normal quality of the boat model in question or the guideline values provided by the manufacturer, taking into account the age and the hours of operation of the boat. For example, production and structural defects and other defects and shortcomings that become apparent during the duration of the warranty and weaken the usability of the boat are deemed as a lack of conformity.

Minor changes in the finish of the boat that can be caused by weather changes as well as small irregularities in the paint job, varnish, carpentry or chrome plating that do not weaken the usability of the boat or minor faults on surfaces, such as insignificant cracks, are not considered as a lack of conformity covered by the warranty.

However, the Warrantor shall not be liable for a lack of conformity if the Warrantor can show that the deviation in quality or usability is due to a reason on the part of the Buyer. This includes accident, failure to follow the instructions for use or care or other incorrect or careless handling of the boat or belonging equipment, or negligence of service according to the instructions of the manufacturer or importer of the boat, the engine or the equipment.

The Warrantor is liable only for defects that arise when the boat is used in a correct fashion.

5 What to Do in the Event of Lack of Conformity

The Buyer shall notify the Warrantor of any lack of conformity within reasonable time of having detected such lack of conformity or within reasonable time of when he should have detected it. The Buyer must always in events of lack of conformity act in a way that the possible defect is not worsened due to his actions or negligence.

When notifying of lack of conformity, the Buyer shall present the warranty certificate, receipt of purchase or some other reliable proof of where and when the goods was purchased. The Buyer shall also, if possible, give an accurate description of the lack of conformity in order to ease possible repairs.

The Buyer can report a lack of conformity to the Seller, with whom the rectification can be arranged.

The Seller's contact information can be found in the Sales Contract.

6 Obligation of the Warrantor to Bring the Goods Into Conformity by Repair or Replacement

The Warrantor shall bring the goods into conformity by repair or replacement within reasonable time of the Buyer having notified of the lack of conformity. The Buyer may not invoke lack of conformity if the Buyer does not report the lack of lack of conformity within reasonable time of having detected such lack of conformity or within reasonable time of when he should have detected it.

The Warrantor has the right to remedy the lack of conformity primarily by rectifying it, if it can be done within reasonable time and does not impose costs or significant inconvenience on the buyer. Any assessment of reasonable repair or replacement time shall take into account the properties of the goods and the nature of the lack of conformity. The Seller is not, however, obligated to remedy the lack of conformity if there is a hindrance that the Seller cannot overcome, or, if remedying the lack of conformity would, considering the value of the goods and the nature of the lack of conformity, result in unreasonable costs and if the lack of conformity can be remedied in another way without imposing significant inconvenience to the Buyer. Any repairs shall be made according to instructions by the Warrantor in a repair shop designated by the Warrantor. However, the Warrantor shall strive to have any repairs made in a place that best serves the purpose for both Buyer and Warrantor.

If bringing the goods into conformity by repair or replacement is out of the question, the buyer may primarily, except if the lack of conformity is minor, require an appropriate reduction to be made in the price or, secondarily, a rescission of the contract if the lack of conformity is very severe. This also applies if the Warrantor does not bring the goods into conformity by repair or replacement within a reasonable time and without significant inconvenience to the buyer.

The Warrantor may demand compensation for the costs of repairing a defect if the Buyer has demanded reparation and if it becomes evident that the defect is not a lack of conformity covered by the warranty. This also applies for the possible costs of transporting the boat and travel costs of the personnel. The Warrantor may also demand compensation for the costs of investigating the damages and other costs, if the claim is ungrounded.

The Warrantor is not liable for direct or indirect losses (such as travel, telephone and postage costs etc.) suffered because of lack of conformity. A consumer's right to compensation is determined by legislation of the country in which the purchase was made.

7 Statutory Rights of Consumer Customers

The Buyer may have statutory rights under local legislation (e.g. Consumer Protection Act) that are not affected by the warranty. The buyer may rely on the statutory liability of the final seller and previous seller in the chain of supply for lack of conformity when, for example, the terms and conditions of the warranty exclude the lack of conformity in question or if the lack of conformity is not detected until after the warranty has expired. However, the liability of a previous step in the sales channel for damages that has occurred outside the duration or scope of the warranty is limited only to the Buyer who has purchased the boat as new.

8 Settlement of Disputes

If the Buyer's notification of lack of conformity does not lead to a resolution of the dispute, the consumer can bring the matter to the Consumer Complaint Board for consideration. If a dispute is taken to a court of law, it shall be considered by the district court of the Seller's place of business, or, if so demanded by the Consumer Protection Act, at the consumer's place of residence. In other than consumer purchases the Seller may bring the matter to the District Court of Helsinki, Finland.

The proceedings described above apply in Finland. If the boat is purchased elsewhere, the settlement of disputes may be determined by the legislation of the country in which the purchase was made, if this legislation is binding. In any other case the parties may agree on the place of settlement.