



## LIMITED WARRANTY

This limited warranty is not effective unless upon the boat delivery the Purchaser signs the boat receipt record written out by Dracan Marine Sp. z o.o. (Dracan Marine Ltd.)

### 1. How long is the limited warranty valid?

Dracan Marine Sp. z o. o. provides warranties for all Dracan laminate boats sold by Dracan Marine Sp. z o.o. and operated as non-commercial crafts, according to the boat's intended use. The warranty covers defects in materials and workmanship for the period indicated in the foregoing conditions, taking into account all the exclusions indicated in the "Limited Warranty Exclusions" paragraph, as well as other limitations indicated in this document.

#### Non-commercial operation

Dracan Marine Sp. z o.o. hereby undertakes to repair the boat hull in case the structural defects occur in materials or in the hull construction during five (5) years from the date of boat delivery (date of purchase by the end user).

Dracan Marine Sp. z o.o. warrants that the equipment installed on the Dracan boats is free from defects for the period of two (2) years from the date of purchase by the end user provided that the conditions and limitations specified in this document are complied with.

The accessories and pieces of equipment (of non-Dracan brands) purchased by Dracan Marine and installed on Dracan boats, are covered by warranties of their manufacturers and comply with the manufacturer's warranty conditions.

#### Commercial use (as a source of income)

In case of commercial use the warranty period lasts for one (1) year from the date of purchase by the end user. The one-year warranty covers the hull and all the equipment and accessories.

The accessories and pieces of equipment (of non-Dracan brands) purchased by Dracan Marine and installed on Dracan boats, are covered by warranties of their manufacturers and comply with the manufacturer's warranty conditions.

Any repairs and part replacements, as well as any works undertaken during the warranty period do not extend the warranty period and its expiration date. The warranty is the non-transferable warranty (it applies only to the original owner).

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Dracan Marine sp. z o.o.  
ul. Grunwaldzka 76  
14-100 Ostróda, Poland

VAT: PL7412166328  
REGON: 526060207  
KRS: 0001051852

ING Bank Śląski | SWIFT: INGBPLPW  
IBAN (PLN): PL53 1050 1764 1000 0090 3297 0841  
IBAN (EUR): PL79 1050 1764 1000 0090 3297 0858



In any case the cost of repair or replacement of any part of the boat, covered by this limited warranty, will not be higher than the market value of the boat for the date of request for warranty claim.

**The repair or replacement of the accessory or piece of equipment having the fabrication defects and covered by the Dracan Marine warranty is the only claim the boat owner can make to Dracan Marine. The warranty rights do not cover the customer rights to claim the return of profits lost during warranty repair.**

## 2. Limited warranty exclusions

The following items are not covered by the warranty terms and conditions:

- Motors, paints and finishing materials, electrical components, possible pane cracking, radio & TV sets, batteries and all equipment, which has its own warranty.
- Leakage, paint discoloration or fading, damage to materials and finishing components made of wood, vinyl, plastic, metal and stainless steel.
- The warranty does not cover the accessories and components, which are not part of the standard outfit or the option, and which have not been installed by the manufacturer, and at the same time does not cover the damages caused by these components.
- The warranty does not cover damages caused by negligence or failure to provide proper maintenance of the boat and its outfit.
- The limited warranty does not cover damages resulting from motor installation outside the shipbuilding facility or the Dracan Marine facility, by the external company, which has not been recommended in writing and approved by Dracan Marine.
- The warranty does not cover commercial use of the boat, renting and leasing and the use in boat races.
- This limited warranty expires when any modifications are made, which have not been approved by the manufacturer.
- The warranty does not cover damages resulting from installation of motor of higher rated power than the recommended boat rated power.
- The warranty does not cover damages caused by the road transportation or the boat move to another place by means of lifting equipment or similar device.
- The warranty does not cover damages resulting from water condensation, moisture or due to the fact that certain internal components have absorbed moisture, it refers to components made of wood and polyurethane resin, used in conditions of poor ventilation.
- The warranty does not cover the expenses connected with boat launching, preparation for transportation, trailering, storage, mooring, expenses connected with telephone calls, insurance, loss of time or profit and any other costs not connected directly with the boat.

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### 3. Purchaser duties

- a) At the moment of boat delivery by the Seller, the Purchaser and the Seller must sign the boat delivery document, called "Warranty Card".
- b) Any requests for repair and warranty claim requests must be made within 30 days from the date, when the damage has been ascertained.
- c) Dracan Marine does not bear the responsibility and the warranty is not valid in case when the user continues to operate the boat despite ascertainment of its faults or fabrication defects. Furthermore in case of continuation of the boat operation Dracan Marine does not bear the responsibility for worsening of the boat's condition or these faults or fabrication defects.
- d) The purchaser must submit the "Warranty Card" each time he/she makes the warranty claim.
- e) Payments or warranty repairs resulting from the warranty claim requests will be effective only after the written acknowledgement and approval of the request, made by Dracan Marine.

### 4. Warranty validity and procedures of the recovery

- a) The claim requests should be made by filling the "Warranty Form".
- b) Damage can be removed / repaired under warranty only in the country of sale of the boat.
- c) After prior approval by Dracan Marine, warranty repairs can be made in a country where Dracan Marine has a boat sales network.
- d) In case of warranty repair or warranty-related recovery one of the two options will be selected:
  - i. repair or replacement at the cost of Dracan Marine (spare parts and labour)
  - ii. repair or replacement made by another company (recommended by Dracan Marine) after the contractor to be previously approved by Dracan Marine.

The written consent of Dracan Marine must be obtained before any repair can be made under this warranty.

- e. The fixed costs for labor is 42 Euros.
- e. The fixed costs for a trip through a repair in the area specified in the contract with the dealer is 100 Euros.

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