

Guarantee Terms for new Bella-Boats 1.7.2005

1. Applying the Guarantee Terms

These guarantee terms apply when new boats registered with hull serial numbers are sold to consumers and other buyers. The guarantee only applies to standard boats. The guarantee also covers fixed equipment, except equipment which carries its own, separate, warranty. Equipment bought elsewhere is not included in this guarantee.

2. Guarantor's liability

In these terms of guarantee, the guarantor is the vendor of the boat. The contact information of the vendor is included in the certificate of guarantee and in the deed of conveyance.

The guarantor is liable for the proper functioning of the boat and its proper performance during the warranty period. If this requirement is not met, the boat is deemed defective.

3. The Duration and Area of validity of The Guarantee

The guarantee is valid for two (2) years from delivery of the boat. The delivery date is specified in the deed of the conveyance, which has been signed and accepted by the buyer.

The guarantee is valid in all EU countries and also in Norway, Switzerland and Iceland.

The guarantee ceases if the first buyer of the boat hands over the boat to anyone except a dealer authorized by the manufacturer without giving prior notice to the vendor.

4. Reporting Defects

The buyer must report any defect within a reasonable time from the moment that he/she notices the defect or may reasonably have noticed it. This notification can be made within two (2) months from the actual date of noticing the defect. However, the buyer shall ensure that the damage does not increase through his/her actions or neglect. When notifying a defect, the buyer shall present the certificate of guarantee or other valid document indicating the place and time the boat was purchased.

5. Procedure in Cases of Defect

The guarantor shall carry out repair work within a reasonable time, depending on the quality and extent of the defects, from the date that the buyer reported the defect and delivered the boat for repair.

Repair work shall be done at a repair site defined by the guarantor, or, in the case of objection, at a site mutually agreed by the vendor and the buyer. The repair work should not cause essential inconvenience or involve costs to the buyer.

If the defect is repaired at a site mutually agreed upon, the guarantor shall pay the travel expenses of the repair personnel within the country where the boat is located to the extent deemed reasonable considering the magnitude of the defect, travel connections, the seaworthiness and the usability of the boat. If the boat is repaired in a place defined by the guarantor, the buyer shall, at his/her own cost, transport the defective boat to this place. However, if the defect reported by the buyer is covered by warranty, the vendor shall reimburse the buyer with reasonable immediate costs for transporting the boat inside the country where the vendor is located. The guarantor shall return the boat, which has been repaired, at his own liability and expense, to the nearest mail or freight station or to another place mutually agreed upon with the buyer.

If the guarantor, after request, fails within a reasonable period to meet his obligation to repair the defects and provide the buyer with faultless merchandise, the buyer has the right to claim a price reduction from the manufacturer or reasonable compensation to have the defects repaired elsewhere. A private buyer may cancel the transaction and sue for damages, if the manufacturing defect is significant.

For buyers other than private consumers, the liability of the guarantor is limited to repairing the defects.

6. Limitations of Guarantor's liability

The guarantor is not liable outside Scandinavia for any direct or indirect damages due to a defect. The guarantor is not liable for any protection, storing or insurance costs. Nor is the guarantor liable for taxi, hotel or telephone or other similar costs, for loss of income or for the non-usability of the boat. The guarantor is not liable for personal injury or other indirect damages such as the damage to the property of third parties caused by the defective boat.

In the event of the buyer demanding that the boat be inspected and repaired, if the defect is not covered by the warranty, the guarantor may charge the buyer for inspection and repair costs. The same applies to the costs for transportation of the boat and any travel expenses for repair personnel.

7. Defects

A defect is a professionally evaluated deviation from the normal quality of the given boat model or from specifications and reference values, as established by the manufacturer (considering the age and the use of the boat). These defects may include construction, manufacturing or structural defects which have an effect on the normal usability and quality of the boat.

Shortcomings and defects in such parts, which generally require servicing or adjustment according to the service manual, shall not be deemed defects if the problem does not persist after the adjustment or service.

Slight surface imperfections, caused by the weather, which do not affect the strength or the usability of the boat, or small irregularities in painting, lacquering, timberwork or chroming of the boat shall not be deemed defects.

Defects caused by using the boat in a way for which it was not intended are not covered by the guarantee.

8. Limitations of Warranty Duration

The guarantor is liable only for defects that are brought to light by the proper use of the boat. The guarantor is not liable for defects caused by accidents, non-compliance with the instructions of the CE plate, inadequate maintenance carried out by the buyer, erroneous installations or changes carried out without the consent of the guarantor, or repairs carried out improperly by the buyer. The guarantee is also void if the boat is used in competitions.

9. Consumer Law

These guarantee terms do not restrict the buyer's right to appeal to consumer law concerning a defect in the product purchased.

10. Validity

In the event of any of the terms of this guarantee becoming invalid for legal reasons, all other terms of the guarantee shall remain valid.