

GENERAL TERMS OF WARRANTY

Article 1

At the moment of delivery of the boat, the parties sign the Certificate of Delivery supplied by CHANTIERS JEANNEAU for this purpose ; it is equivalent to an agreement of compliance by the Purchaser/user.

The acceptance of delivery by the Purchaser/user, without any reservation, is equivalent to the acceptance of the apparent condition of the boat, pursuant to the provisions of articles 1642 of the Civil Code. The terms of Warranty are conditional upon:

- The return to CHANTIERS JEANNEAU After-Sales Department of the completed tear-away section of the Certificate of Delivery and of Warranty Registration Card,
- The following of the directives on verifications set forth by CHANTIERS JEANNEAU; It is made clear that the possible expenses of handling, transportation, parking, escort, etc. non-inclusively which have been incurred in the execution of the above-mentioned directives and verifications are born exclusively by the Purchaser-User.

Article 2

The Warranty is valid for a duration of 12 months from the date of delivery of the Boat to the first Purchaser-User; it is strictly limited, as the Manufacturer chooses, to the replacement or free repair of any part that has been deemed to be defective by the technical specialists of the latter. No compensation whatsoever shall be paid in connection therewith.

As for components and accessories which bear the trademark of another Supplier, the Warranty shall be limited to the Warranty provided by said Supplier.

Article 3

With the exception of any prototype and RIGIFLEX boats, and boats used for commercial purposes, or boats specifically designed and/or equipped for racing, which have as a contractual Warranty only that which is indicated in Article 2 above, the structure of the hull, the deck, and the hull-to-deck joint, and the keel-to-hull joint is warranted against all defects in material and workmanship identified by the technical specialist at CHANTIERS JEANNEAU for a period of 5 (five) years for monohull sailboats, and period of 3 (three) years for motorboats and multihull sailboats.

However, any incident (affecting the structure and not resulting from a manufacturing defect covered under the Conditions of Warranty), whether or not resulting in the repair of the deck or hull, shall effectively cancel immediately without prejudice all terms and Conditions of Warranty.

The Warranty Period shall start from the date of the first commissioning into service of the Boat, and at the latest from the last day of the model year in which the Boat was built, i.e. the 31st of August.

This Warranty is strictly limited to the free repair of the manufacturing defects either in our yard or by a repair shop or shipyard chosen by our company. No compensation whatsoever shall be paid in this respect.

Article 4

The following items are excluded from the Terms of Warranty as stated in Articles 1 and 2 above:

- All carriage and transportation-related expenses including parts as well expenses and/or possible losses resulting from the inability to use the Boat and/or accessories.
- The wear and damages hereinafter listed as well as their consequences :
 - Normal wear and tear,
 - Cracks, crazing, or fading of the gel coat,
 - Damages resulting from:
 - changes, modifications, alterations, or repairs (even partial ones) performed by shipyards other than those authorized by the Manufacturer,
 - failure to follow the recommended maintenance procedures stated precisely in the owner's manual that was delivered with the boat, or failure to follow recognized procedure,
 - improper use, in particular negligent use, or rash use, misuse, or abnormal use,
 - participation in competitive events,
 - negligent acts in which the necessity of taking conservative measures of action is disregarded,
 - accident or catastrophe such as but not limited to explosion, fire, flood, storm, lightning, transport, riot, theft, and collision,
 - unsuitable storage or transport conditions.

Article 5

The application of the warranty shall extend the period of the Conditions of Warranty only for a period equal to that which is necessary to carry out the repair work required under the Warranty, on the condition that the aforementioned repair work requires immobilization of the boat for minimum of 7 (seven) consecutive days.

Article 6

In order to exercise the Conditions of Warranty previously defined, the Purchaser/User shall submit the complete Certificate of Delivery and present the Conditions of Warranty document each time a claim is presented, and shall notify the authorized Dealer/Seller of the defect or fault within 15 days from the day that the defect or fault is discovered. This notification shall be written, precise, and justifiable. Failure to notify the authorized Dealer/Seller may void the warranty.

Upon receipt of said notification from the Purchaser/User, the authorized Dealer/Seller shall inform the Manufacturer about the Purchaser/User's claim within a period of 8 (eight) days ; failure to notify the Manufacturer shall result in the Dealer/Seller's liability as a result of the delay.

Article 7

Authorized Dealers, Agents, or Sellers of JEANNEAU NEWCO do not have the authority to alter the above Warranty, but may, on their own account, and on their own responsibility, grant possible additional warranties which may, under no circumstances, be transferred to the Manufacturer.

PRECAUTION BEFORE ANY REPAIR

Contact your Jeanneau agent for best advise about products and materials when you want to execute some repairs yourself.

Major repairs to the hull and engine must be done by a professional.

Your Jeanneau agent can do it or recommend a professional.

DANGER

Contact your Jeanneau agent to know what is possible to repair and particulary what you must not do!

You could endanger your safety and lose your warranty.