

MOLABO GmbH warranty conditions for watercraft with an ARIES system

1. Scope of Warranty

MOLABO GmbH, Alte Landstrasse 23, 85521 Ottobrunn, Germany ("MOLABO GmbH") warrants to the end user ("Customer") of a watercraft with an ARIES propulsion system worldwide with the exclusion of Canada and the United States of America ("Territory") that the propulsion system (ARIES i50 or R50), the IoT device (MOLALink), the connection box (MOLAConnect) and the peripherals (display, control lever and communication cable set) (collectively the "Product") are free from material and manufacturing defects ("Warranty Claim") during the Warranty Period specified below.

In addition, MOLABO GmbH guarantees the Customer that the battery system of the watercraft with an ARIES drive system has a remaining capacity of at least 80% of the original capacity after a period of 5 years or 1000 operating hours after delivery, whichever comes first.

The following three criteria are prerequisites for the Warranty Claim to apply with regard to the Product and the battery system:

1. the Customer has registered the Product with MOLABO GmbH within 6 months from the date of purchase and prior to the occurrence of a Warranty Claim.
2. the Product and the battery system were installed exclusively with standard components from MOLABO GmbH.
3. the installation of the Product has been qualified with the *MOLABO Approved* mark by MOLABO GmbH or an authorized service partner.

Wear parts and routine maintenance are excluded from the warranty. MOLABO GmbH is entitled to refuse Warranty Claims if

- the inspection booklet is not completely maintained,
- the warranty has not been properly submitted,
- the defect was caused by improper handling of the Product or the battery system,
- the Product or the battery system indicates repairs or other interventions by workshops not authorized by MOLABO GmbH,
- the safety, handling, care and maintenance instructions in the operating manual have not been followed,
- the Product or the battery system shows signs of damage or wear caused by use that deviates from the normal purpose and the specifications of MOLABO GmbH (in accordance with the user manual) or excessive use, e.g. during sporting competitions,
- the battery system has been opened or removed from the watercraft with ARIES propulsion system,
- the Product or the battery system has been altered, modified or equipped in any way with parts or accessories that are not part of the original equipment expressly approved or recommended by MOLABO GmbH,
- the battery system has been operated at battery temperatures outside the range of -10 °C to +45 °C,
- the manufacturing/serial number, the *MOLABO Approved* mark, warranty seal or other MOLABO GmbH markings have been removed or made unrecognizable,
- previous maintenance or repairs have not been carried out by workshops authorized by MOLABO GmbH or non-original spare parts have been used, unless the Customer can prove that the circumstances justifying the rejection of the Warranty Claim have not supported the development of the defect.

In the event of a Warranty Claim, MOLABO GmbH shall rectify any faults at its own discretion and at its own expense by repairing or supplying new or refurbished parts.

MOLABO GmbH shall not be liable for any additional costs caused by a Warranty Claim and any other financial disadvantages (e.g. costs for towing, telecommunications, meals, accommodation, loss of use, loss of time, sea rescue, water rescue, fire department, etc.). Other claims of the Customer against MOLABO GmbH, in particular for damages, are expressly excluded.

The warranty of the Product and the Mastervolt components ends two (2) years after the date of delivery of the Product and Mastervolt components to the Customer ("Warranty Period"). The warranty of the Victron components ends five (5) years (three (3) years for Victron Lithium batteries) after the date of delivery of the components to the Customer ("Warranty Period"). Products used for commercial or governmental purposes are excluded from this extended warranty. For these, a limited statutory warranty applies in accordance with the GTC's of MOLABO GmbH.

The Warranty Claim expires six (6) months after discovery of the defect.

MOLABO GmbH shall decide whether defective parts are to be repaired or replaced. Distributors and dealers who carry out repair work on ARIES systems, the Product or battery system are not authorized to make legally binding declarations on behalf of MOLABO GmbH.

In addition to the claims arising from this warranty, the Customer has statutory warranty claims arising from his purchase contract with the respective dealer, which are not restricted by this warranty.

This warranty shall also apply to any successive future owner of the Product, including the battery system, residing within the Territory, to the extent and under the conditions set out above (including submission of proof of purchase in the event of resale).

2. Severability clause

Should one of the provisions of these warranty conditions be or become ineffective, this shall not affect the remaining provisions of this warranty.

3. Warranty Process

Compliance with the warranty process is a prerequisite for the fulfillment of Warranty Claims. In the event of a Warranty Claim, the Customer shall contact MOLABO GmbH or authorized service partners of MOLABO GmbH and submit a detailed description of the Warranty Claim.

Contact can be made by telephone or e-mail. Warranty Claims must be submitted in writing.

MOLABO GmbH can be contacted by e-mail at the following e-mail address: service@molabo.com or by telephone at the following number: +49 89 1792510-79.

MOLABO GmbH requires proof of purchase to verify the Warranty Claim and to process the warranty.

The place of performance for the fulfillment of Warranty Claims is the registered office of MOLABO GmbH.

This warranty is subject to the law of the Federal Republic of Germany.

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