

WARRANTY TERMS AND CONDITIONS GANZBOATS AG

(Binding contractual component) JAN 2026

These Warranty Terms and Conditions govern, in a binding and exhaustive manner and without any scope for interpretation, the rights and obligations in connection with the manufacturer's warranty of GanzBoats AG. They incorporate the maintenance and inspection obligations in a legally robust form by making binding reference to defined manufacturer standards.

This document is intentionally worded in detail. Abbreviated descriptions, summaries or open-ended terms are avoided.

1. INTRODUCTION AND MANUFACTURER'S UNDERSTANDING

GanzBoats AG develops and builds high-quality semi-custom motorboats in small series. The boats are predominantly manufactured by hand and are characterised by Swiss precision, a high level of in-house manufacturing, durable construction and a clear functional and design language.

Only materials that comply with the applicable international boatbuilding standards as well as the relevant CE directives are used in design and manufacture. Metal components are made of saltwater-resistant stainless steel or coated aluminium. Laminate, paint and surface build-ups are executed in accordance with recognised boatbuilding methods.

Numerous components are proprietary developments of GanzBoats AG and are continuously refined. The following Warranty Terms and Conditions define conclusively the scope of the manufacturer's responsibility.

2. SCOPE OF APPLICATION

These Warranty Terms and Conditions apply worldwide to all motorboats manufactured by GanzBoats AG and sold either directly by GanzBoats AG or via a dealer authorised by GanzBoats AG.

The warranty applies exclusively to the respective hull (identified by the unique hull identification number / HIN) and is boat-specific. It is not personal and transfers to a new owner only under the conditions set out in these Terms and Conditions.

3. DEFINITIONS

For the purposes of these Warranty Terms and Conditions, the following definitions apply:

“Manufacturer's warranty” means the voluntary warranty of GanzBoats AG for material and manufacturing defects in accordance with this document.

“Material and manufacturing defects” are defects that are demonstrably attributable to defective materials or defective workmanship in the manufacturing process and that existed at the time of delivery.

“GanzBoats Service and Inspection Standards” means the document issued by GanzBoats AG entitled “GanzBoats Manufacturer Service & Inspection Standards”, as amended from time to time. This document defines, in a binding

manner, the scope, intervals, contents, technical minimum requirements and documentation obligations for all maintenance, service and inspection work.

“Improper use” means any use of the boat that does not correspond to the intended purpose, the intended CE category or the manufacturer’s instructions.

4. SCOPE OF WARRANTY

The manufacturer’s warranty of GanzBoats AG covers exclusively demonstrable material and manufacturing defects.

A warranty claim exists only for defects which, under proper use, proper maintenance in accordance with the GanzBoats Service and Inspection Standards and compliance with all manufacturer instructions, lead to an impairment of the functionality or safety of the boat.

In particular, the warranty covers:

- hull, deck and load-bearing structural components in the event of structural defects
- permanently installed electrical systems, control and steering systems
- mechanical installations such as flaps, hinges, platform and shading systems
- permanently installed interior fit-outs and functional components

The warranty periods start on the date the boat is delivered to the first purchaser.

5. WARRANTY PERIODS

The warranty periods start on the date the boat is delivered to the first purchaser.

The following warranty periods apply:

- complete boat: 24 months from the date of delivery
- GRP structure (hull and deck): 5 years for structural integrity
- engines, drives, batteries, chargers and electronic components: exclusively in accordance with the respective supplier manufacturers' warranty terms
- upholstery, paintwork, gelcoat and surfaces: 12 months

For components replaced under warranty, the remaining term of the original warranty applies.

The warranty periods stated in this chapter apply exclusively to boats in private use and with standard delivery.

For boats in commercial use as well as demo, demonstration, show or stock boats, the differing and overriding provisions in Chapter 17 "Commercial use / charter / sharing / demonstration operation" and Chapter 18 "Commencement of warranty in the event of delayed delivery, demo, demonstration and show boats" apply.

6. MAINTENANCE AND SERVICE AS A MANDATORY CONDITION OF WARRANTY

A warranty claim exists only if the boat has been fully, on time and demonstrably maintained in accordance with the GanzBoats Service and Inspection Standards and in accordance with the specifications of the respective installed

system manufacturers (e.g. engine, drive, batteries, chargers, electronics).

Compliance with the GanzBoats Service and Inspection Standards is a mandatory prerequisite for all warranty services. Deviations, omissions, missed deadlines or undocumented maintenance, service or inspection work lead, without further review or grace period, to the complete exclusion of the warranty.

The current version of the GanzBoats Service and Inspection Standards is handed over to the buyer upon delivery of the boat or made available electronically and can be obtained via authorised GanzBoats dealers as well as directly from GanzBoats AG.

The version of the GanzBoats Service and Inspection Standards that is valid at the time the maintenance or inspection is carried out is decisive.

In the event of commercial use as well as use as a demo, demonstration or show boat, the special requirements set out in Chapter 17 and Chapter 18 apply in addition to the general maintenance obligations.

In particular, shortened maintenance and inspection intervals in accordance with the GanzBoats Service and Inspection Standards must be strictly observed. Any deviation, regardless of the cause, leads to the complete exclusion of the warranty.

7. USE IN SALT WATER

Use of boats manufactured by GanzBoats AG in salt water is generally permitted provided that all requirements of the

GanzBoats Service and Inspection Standards are fully complied with.

The owner is obliged to carry out a complete freshwater rinse of the entire boat immediately after each use in salt water. This includes, in particular, the hull, deck, bathing platform, drive units, fittings, railing systems and all exposed metal and connecting elements.

Corrosion, electrolytic damage or consequential damage resulting therefrom is deemed use-related if it is attributable to missing or insufficient rinsing, care or maintenance in accordance with the GanzBoats Service and Inspection Standards, and is entirely excluded from the warranty.

8. WEATHER INFLUENCES, UV RADIATION AND BERTH-RELATED FACTORS

Boats manufactured by GanzBoats AG are designed for regular outdoor use. Materials, surfaces and components are nevertheless subject to natural ageing and wear processes.

Damage or changes resulting from UV radiation, heat, moisture, limescale deposits, fouling, water spots or berth-related water quality do not constitute material or manufacturing defects.

These phenomena are deemed environment- and use-related and are expressly not part of the manufacturer's warranty.

9. WINTER STORAGE AND LAY-UP

In the event of longer periods of inactivity, in particular during the winter months, the boat must be professionally cleaned, preserved and winterised in accordance with the GanzBoats Service and Inspection Standards.

The owner is obliged to fully drain all water-carrying systems or secure them against frost, and to preserve electrical systems, batteries and sensitive components properly.

Damage caused by frost, moisture, mould, condensation or improper storage is entirely excluded from the warranty.

10. IMPROPER USE – EXAMPLES

Improper use includes in particular, but is not limited to:

- grounding or collisions of any kind
- participation in regattas, races or use for training/instruction
- jumping waves or operation in extreme sea conditions
- operation outside the intended CE category
- overloading of the boat or individual systems

Damage resulting from improper use is entirely excluded from the manufacturer's warranty.

11. DOCUMENTATION OBLIGATION AND PROVISION OF EVIDENCE

The owner is obliged to document all maintenance, service and inspection work completely, comprehensibly and

permanently.

The documentation must at least include:

- date and scope of the work
- spare parts and materials used
- name of the executing company
- operating hours of the boat

Missing, incomplete or retrospectively created documentation leads, without further review, to the exclusion of any warranty claims.

12.WARRANTY HANDLING AND CLAIM PROCESS

Warranty claims must be asserted in writing without delay after a defect has been identified.

The claim must be submitted either via the selling dealer or directly to GanzBoats AG and must include a detailed description of the defect and meaningful photographic documentation.

Repairs or interventions may be carried out only after written approval by GanzBoats AG.

13.OBLIGATIONS OF DEALERS AND SERVICE PARTNERS

Authorised dealers and service partners are obliged to forward warranty claims to GanzBoats AG without delay.

They must examine the defect objectively, document it fully and support the customer in proper processing.

Spare parts may be used only after approval by GanzBoats AG.

14. GOODWILL AND COST ARRANGEMENTS

Irrespective of statutory or contractual warranty claims, GanzBoats AG reserves the right to offer individual solutions as a gesture of goodwill.

There is no entitlement to goodwill.

15. CUSTOM SOLUTIONS AND SPECIAL ORDERS

Individual special solutions and customer-specific adaptations that go beyond the series standard are subject to special conditions.

For such solutions, the warranty applies only to the extent expressly agreed in writing in the respective offer or contract.

16. LIABILITY, GOVERNING LAW, JURISDICTION AND DATA PROTECTION

The liability of GanzBoats AG is limited to intent and gross negligence to the extent permitted by law.

These Warranty Terms and Conditions are governed exclusively by Swiss law. The place of jurisdiction is Zurich, Switzerland.

In the course of processing warranty matters, personal data may be processed and passed on to authorised partners insofar as this is required for processing

17. COMMERCIAL USE / CHARTER / SHARING / DEMONSTRATION OPERATION

Commercial use includes in particular, but is not limited to:

- charter operation
- rental or sharing models
- training or instruction operation
- , demo or show operation with changing users

For boats in commercial use, the manufacturer's warranty differs from the standard warranty periods and is limited to a maximum of 12 months from the relevant warranty commencement as defined in Chapter 18.

In particular, the following are excluded from the warranty in the case of commercial use:

- increased or accelerated wear
- damage resulting from intensive use or multiple operation
- damage caused by operating errors of third parties
- use outside the intended operating profiles

Compliance with the GanzBoats Service and Inspection Standards at shortened intervals is a mandatory prerequisite for any warranty claim.

18.COMMENCEMENT OF WARRANTY IN THE EVENT OF DELAYED DELIVERY, DEMO, DEMONSTRATION AND SHOW BOATS

The commencement of the manufacturer's warranty is generally linked to the first handover of the boat to an end customer.

By way of derogation, the following binding rule applies to boats which, after manufacture:

- are used as demo, demonstration or show boats, or
- are delivered or sold only after a delay,

the following binding regulation:

The manufacturer's warranty commences at the latest 12 months after the date of first commissioning or at the latest 24 months after the manufacturing date (the earlier event is decisive).

Any further-reaching or extended warranty can be granted only on the basis of a written individual agreement between GanzBoats AG and the buyer.

Wear, signs of ageing, standstill damage or optical changes arising during the storage, demonstration or operating period prior to final delivery are expressly excluded from the warranty.

ARTICLE 19 – SPECIAL ORDERS, CUSTOM BUILDS AND INDIVIDUAL EQUIPMENT

19.1 Principle

Special orders, individual equipment and customer-specific executions that deviate from the series standard of GanzBoats AG are subject to special warranty conditions.

Special orders include in particular, but are not limited to:

- individual material combinations
- special constructions or special mechanisms
- special fittings or components from special suppliers
- non-standard electrical or electronic systems
- special surfaces or special paintwork

19.2 Scope of warranty for special orders

For special orders, the manufacturer's warranty applies exclusively to:

- demonstrable material defects
- demonstrable manufacturing defects of GanzBoats AG

The warranty does not cover:

- functional characteristics resulting from the special execution
- optical deviations insofar as these are design-, material- or process-related
- reductions in service life compared with series solutions

19.3 Development and prototype character

For special solutions with a development or prototype character, the warranty may be limited or excluded by written agreement.

Only the written agreement in the purchase contract, the technical specification or a project-specific addendum is decisive.

ARTICLE 20 – PAINTED SURFACES, GELCOAT, SPECIAL COLOURS AND EFFECT FINISHES

20.1 Principle

Painted surfaces, gelcoat surfaces, special colours, effect paints, matt paints and multi-coat paint systems are subject to natural ageing, environmental and use-related processes.

Changes in colour shade, gloss level changes or micro-optical changes do not in principle constitute a material or manufacturing defect.

20.2 Scope of warranty

The warranty for painted surfaces covers exclusively:

- delamination due to demonstrable adhesion defects
- blistering due to demonstrable manufacturing defects
- structural paint defects due to incorrect paint build-up

20.3 Expressly excluded from the warranty

In particular, the warranty does not cover:

Use- and environmental influences:

- UV-related colour changes
- Chalking
- loss of gloss
- weathering
- micro-scratches and wash marks

Chemical influences:

- unsuitable cleaning agents
- fuels
- solvents
- bird droppings or insect residues
- limescale or water spots Wasserflecken

Mechanical influences:

- fender abrasion
- stone chips
- chafing marks
- abrasion caused by covers or films

20.4 Special paintwork and special colours

In the case of special paintwork (e.g. individual colours, matt paints, effect paints or multi-coat systems):

- ageing may occur faster than with series surfaces
- colour deviations in repainting are technically possible
- optical differences do not constitute a warranty case

20.5 Maintenance obligation

The owner is obliged to:

- clean surfaces regularly
- use suitable, approved care products
- remove soiling promptly

Failure to carry out proper care may lead to complete exclusion of the warranty.

20.6 Assessment of optical properties

Optical properties of surfaces are naturally subject to subjective perception.

The decisive criterion for assessing a defect is exclusively the existence of a technical material or manufacturing defect.