



Warranty and Liability on Your Seabob

1. If the item delivered is defective or lacks the warranted characteristics, or if it becomes faulty as a result of manufacturing or material defects within the warranty period, then the Vendor shall at his option provide a replacement or carry out repairs. All other warranty claims are excluded.
2. The Seabob warranty period is 2 years beginning with the date of transfer.
3. The Purchaser is to inspect the delivered item carefully at the time of delivery or immediately thereafter. Obvious defects must be reported to the Vendor in writing immediately, at the latest 1 week after transfer. The defective item must be kept available for examination by the Vendor in the state in which it was at the time the defect was detected. Violation of the obligations listed above voids any warranty claims against the Vendor.
4. Costs incurred in connection with warranty work for transportation of the purchased object to and from the site shall be borne by the Purchaser. The Operation Manual, general information and safety information provided are components of the sales contract. Repair work or delivery of a replacement does not extend or renew the warranty period.
5. If the repair work or delivery of a replacement is not successful after a reasonable period of time, then the Purchaser can claim damages instead of performance, or demand a reduction in the purchase price.
6. Claims for damages from impossibility of performance due to non-performance, from active violation of the contract, culpa in contrahendo, and from unauthorized action, insofar as they are not attributable to willful or gross negligence, are excluded, both against the Vendor and against third parties employed by him to fulfil his contractual obligations and his vicarious agents. No liability will be accepted for consequential damage.
7. If the Vendor has further claims against the manufacturing plants or other suppliers other than those possessed by the Purchaser against the Vendor, then the Purchaser has the right to demand assignment of such claims by the Vendor, and is only entitled to resort to his contractual and statutory claims against the Vendor if the assertion of the assigned claims has failed conclusively.
8. The Vendor shall have no warranty obligation if the defect results from the following: natural wear, damage due to improper handling, also including storage, not caused by the Vendor, his legal representative or a third party employed by the Vendor to fulfil his contractual obligation, an exceptional form of use which is contrary to the normal use of the item being sold, and which has not been approved by the Vendor on a case-by-case basis, repair, maintenance and care at a facility not authorized by the Vendor to carry out support, installation of parts whose use has not been approved by the Vendor, modifications to the item being sold in a manner not authorized by the Vendor, failure to observe regulations and operation manuals concerning the operation, maintenance and care of the item being sold.