



EMEA Warranty Terms and Conditions for Dealers and Distributors

Applicable Brands: Ancor, Attwood, BEP, Blue Sea, CZone, Lenco, Marinco, Mastervolt, Motorguide, Pro Mariner, Relion, Whale

Purpose of the Factory Warranty

Navico Group EMEA sells exclusively to business customers (OEMs and Resellers), who may in turn sell to other businesses or private consumers. End Users (consumers) cannot claim statutory warranty rights directly from Navico Group EMEA; they must do so through their original Reseller or Navico Group Resellers network. This is because the legal basis for any warranty claim lies in the original sales agreement between the End User and the Reseller. The Reseller, in turn, may exercise their legal right of recourse only with their direct supplier.

Navico Group EMEA offers a voluntary Factory Warranty to:

1. Clarify End User legal rights and the conditions for exercising them;
2. Bridge potential gaps between local legislation and Reseller warranty terms;
3. Enable End Users to request warranty services through parties other than the original Reseller.

Applicable Warranty Terms

In business-to-business transactions, statutory warranty rights are limited. Warranty obligations are typically governed by:

- The General Terms and Conditions of Sale (as registered with the Chamber of Commerce);
- Any signed distribution agreements;
- Any mutually agreed purchase conditions;
- The warranty terms outlined in this document.

There is often a gap between the warranty rights of End Users and those of Resellers. Resellers are expected to cover this gap through the margins they earn on product sales. However, in cases where this is not in the consumers best interest, Navico Group EMEA applies these warranty conditions to support Resellers.

Objective of These Terms and Conditions

The purpose of these Warranty Terms and Conditions is to:

- Assist Resellers in meeting their legal and supplementary warranty obligations;
- Ensure consistent and high-quality warranty service;
- Provide clarity in situations where statutory rights are ambiguous.

Specific brand warranty terms and conditions can be found starting from Article 37.

EMEA Warranty: Terms and Conditions for Dealers & Distributors

General Provisions

1. The Navico Group EMEA Warranty is a voluntary factory warranty offered by Navico Group EMEA B.V., headquartered at Snijdersbergweg 93, 1105 AN Amsterdam, and registered with the Chamber of Commerce under number 33230020. It applies to products sold by Navico Group EMEA B.V.
2. Navico Group EMEA does not guarantee vendor warranties or other commitments made by any Reseller.
3. Any deviation from these warranty terms is valid only if explicitly agreed upon in writing or via email by Navico Group EMEA.

4. Some brands within the Navico Group product portfolio may have different terms and conditions. These are detailed starting from Article 37.

Warranty Term

5. Navico Group EMEA guarantees that its products are free from material and production defects when used in accordance with the user manual, installation instructions, technical specifications, and other applicable guidelines. Specific warranty periods are listed in the Navico Group EMEA Warranty Book.
6. The warranty period begins on the date the goods are shipped from Navico Group EMEA. This date is recorded under the product's serial number, which serves as the basis for the warranty.
7. For products without a registered serial number, the warranty period begins on the manufacturing date, as indicated by the batch code.
8. If no serial number or batch code is available, the warranty period begins on the date of sale from Navico Group EMEA to the Reseller. The original invoice must be provided with the RMA request.
9. To account for transit and storage time at the Reseller's premises, Navico Group EMEA allows a limited extension of the warranty period if a valid End User purchase document is provided. The maximum extension is 12 months.
10. The warranty does not apply to:
 - a) Consumable parts subject to wear and tear, unless the defect is due to material or production flaws;
 - b) Cosmetic damage (e.g., scratches, dents, broken plastic) unless caused by material or production flaws.
11. The warranty is limited to the defective product. Navico Group EMEA does not cover:
 - a) Costs for removal or reinstallation of the product;
 - b) Shipping, customs clearance, or import/export duties;
 - c) Labor, travel, or accommodation costs for on-site service.

Warranty Rejection

12. Warranty claims will be rejected if:
 - a) The defect was caused by external factors (e.g., accidents, misuse, environmental damage);
 - b) The product was installed, used, or maintained incorrectly;
 - c) Required check-ups were not performed accurately;
 - d) The product was not used according to the manual or applicable specifications;
 - e) Unauthorized repairs or modifications were made;
 - f) The serial number is unreadable, removed, or altered;
 - g) The product cannot be identified as a Navico Group product;
 - h) The defect was caused by non-Navico Group parts or products;
 - i) The defect was not reported within 60 days of discovery.

Warranty Services

13. If a valid warranty claim is accepted, Navico Group EMEA will, at its sole discretion:
 - a) Repair the product using new or refurbished parts of equivalent performance and reliability; or
 - b) Replace the product with a new or refurbished unit of equivalent functionality and reliability.
14. Repaired or replaced products will retain the original warranty period or be covered for a minimum of ninety (90) days, whichever is longer.

Applying for Warranty

15. Navico Group EMEA provides warranty services exclusively through business customers with a direct sales account. Tiered customers must submit warranty claims through their designated Navico Group EMEA supplier.
16. All warranty claims must be submitted using the RMA request form available on the Navico Group Customer Portal. Claims submitted via other channels will not be accepted.
17. When submitting a warranty claim, the Reseller must clearly identify the defect to be addressed.
18. The decision to investigate a warranty claim does not guarantee acceptance of the claim.

Third-Party Warranty Services

19. If an End User requests warranty service through a Reseller who did not make the original sale, Navico Group EMEA will honour the product warranty as outlined in this document.
20. The Third Party may choose to pass on any additional expenses (as described in Article 11) to either the End User or the original Reseller.

Evaluating End-User Warranty Requests

Note: Navico Group EMEA encourages the Reseller interacting directly with the End User to make the initial assessment of the warranty claim. This approach promotes both flexibility and accountability.

21. The Reseller receiving the warranty request is authorized to evaluate the claim on behalf of Navico Group EMEA and determine if it falls within the applicable Terms and Conditions.
22. The Reseller is responsible for confirming that the defect is not due to installation errors or user misuse.
23. Navico Group EMEA will provide relevant training and information to support accurate evaluations.
24. If necessary, the Reseller may open the defective product to facilitate a thorough assessment.
25. If the Reseller demonstrates that the claim is valid and meets the Terms and Conditions, Navico Group EMEA will honour the warranty.

Use of Local Stock for Replacement

Note: Navico Group EMEA supports the use of local stock to expedite product replacement for End Users. The Reseller's stock will be replenished accordingly. Attention should be paid to the age of the defective product.

26. When using local stock for replacement, the Reseller must report the serial number of the replacement product in the RMA request. This ensures warranty registration is updated, and the replenishment product carries a renewed warranty term.

Warranty Terms for Replacement Products

27. The End User retains the original warranty term from the initial purchase. Replacement products do not extend or reset this term.
28. The replacement product inherits the warranty duration of the original defective product.

Shipping Expenses

29. Navico Group EMEA will cover shipping costs for replacement or repaired products sent to the Reseller's business address. The shipping method is at Navico Group EMEA's discretion.
30. If the Reseller requests shipment to an alternative location or expedited delivery, Navico Group EMEA will invoice the additional costs.
31. Upon replacement, the new product becomes the property of the customer, and the defective product becomes the property of Navico Group EMEA.
32. The Reseller may only dispose of the defective product in the field if explicitly instructed by Navico Group EMEA. Otherwise, the product must be returned.
33. Return shipping costs are always the responsibility of the Reseller, regardless of the warranty claim outcome.

Note: If the Reseller encounters difficulties returning the defective product (e.g., shipping Lithium-Ion batteries), Navico Group EMEA can assist with the return shipment. Associated costs will be invoiced to the Reseller.

34. The defective product must be returned within 60 days of receiving the replacement. A reminder will be sent via email if this deadline is missed.
35. Navico Group EMEA will invoice the replacement product and shipping costs to the Reseller after 30 days of grace period from the date of shipment.
36. Returning the defective product after invoicing of a replacement unit does not guarantee full credit. Navico Group EMEA reserves the right to deduct administrative fees from any credit issued.

Brand-Specific Terms and Conditions

37. Within the Navico Group EMEA brand portfolio, specific brands have their own warranty terms and product-specific conditions. These are detailed in the Navico Group EMEA Warranty Book. Resellers are responsible for consulting and applying these terms appropriately.
38. For Mastervolt AGM and GEL batteries, poor storage, neglect, or misuse will void the warranty.

Note 1: Manufacturing defects in batteries typically appear within the first 4 months after commissioning. Older batteries are less likely to have manufacturing faults and will be evaluated more strictly. Claimants must provide evidence of proper maintenance, charging per manual, and absence of misuse (e.g., deep discharge

or prolonged low-charge storage).

Note 2: Battery monitors are required for battery banks exceeding 200Ah to provide evidence of proper usage. Valid monitors include:

- Mastervolt MasterLink BTM-III (p.n. 70403163)
- Mastervolt MasterLink MICC (p.n. 70403105)
- Mastervolt MasterShunt 500 (p.n. 77020100, 77020110, 77020115)
- Mastervolt BattMan Pro (p.n. 70405070)

39. Mastervolt Refurbished Units and Repair.

- a) If a defect occurs within six months of purchase, Navico Group EMEA will generally replace the defective product with a new unit.
- b) If a defect occurs more than six months after purchase, Navico Group EMEA will typically replace the defective product with a refurbished Mastervolt unit, subject to availability.
- c) *Note:* Refurbished units (S-units) are Mastervolt products that have been previously used. These units are generally not older than three years and never older than six years. Each unit is thoroughly repaired, updated, cleaned, and tested to ensure full functionality. While performance and reliability match that of new products, cosmetic signs of prior use may be present. S-units carry a one-year warranty from the date of replacement, unless the original product warranty exceeds one year.
- d) If the Reseller maintains a local stock of S-units, it is preferred to use these units when applicable.
- e) If a defective product is older than six months and the Reseller chooses to replace it with a new product, they are not automatically entitled to receive a new unit to replenish their stock. It is recommended to consult Navico Group EMEA before proceeding with such a replacement.
- f) If a Reseller wishes to refurbish a defective Mastervolt product for their local service stock, this must be explicitly stated in the RMA request. Navico Group EMEA will then return the product as an S-unit.
- g) Certain Mastervolt products are designated as “non-repairable” due to design limitations or low market value. These products are always replaced with new units. A list of non-repairable products is available in the Mastervolt Service Price List.

40. MotorGuide trolling motors.

- a) As an exception to Article 11, authorized Resellers may locally repair MotorGuide trolling motors. If the motor is repairable, the Reseller may receive compensation for labor based on a standardized hourly rate.
- b) When submitting an RMA request, the Reseller must clearly specify which parts are required for the repair. Upon approval, Navico Group EMEA will ship the necessary parts.
- c) After repair and RMA approval, the Reseller may submit an invoice to Navico Group EMEA. The invoice must include the RMA number and reflect only the standardized labor fee.

Limitation of Liability

Navico Group EMEA shall not be liable for any damages resulting from the use or potential defects of its products, including but not limited to:

- Loss of profit
- Business losses
- Loss of goodwill or similar losses
- Loss of expected savings
- Loss of goods
- Loss of contracts
- Loss of use
- Loss or damage to data or information
- Special, indirect, or consequential damages
- Purely economic losses, costs, damages, or expenses