

General Terms and Conditions of Sale and Delivery for Used Spare Parts and Used Engines

The Goods:

Upon receipt of the Goods, the Buyer shall immediately carry out an appropriate inspection of the Goods. The Goods supplied are used and may therefore show normal signs of age, wear and prior use. Such conditions shall not constitute a defect.

Buyer's Duty to Inspect:

The Buyer shall inspect the Goods as soon as reasonably possible after delivery for any visible defects or deficiencies. If a proper inspection can only be carried out in connection with installation and launching of the vessel, the agreed warranty period and the complaint period shall commence on the date of the first start-up following launching.

Returns/Right of Withdrawal:

The Buyer has the right to withdraw from the purchase within 14 days from the date the Goods are received. The Buyer shall bear all costs of returning the Goods.

Upon receipt and inspection of the returned Goods, SM shall refund the purchase price no later than 14 days after receiving the returned Goods. Delivery and shipping charges are non-refundable.

The Goods must be returned in substantially the same condition and quantity as received. If the Goods have been handled beyond what is necessary to establish their nature, characteristics and functionality, the Buyer may be liable for any resulting diminution in value. Any such reduction in value shall be deducted from the refund.

Installation / Prior to Initial Start-up:

Following installation and prior to the first start-up, the Buyer shall submit photographs of the installation to SM. The Goods or the engine must not be put into operation until the installation has been approved by SM. Failure to comply with this procedure shall render any agreed warranty void to the extent that the defect is caused by incorrect installation or commissioning.

Defects / Complaints:

If the Buyer discovers a defect, SM shall be notified without undue delay.

SM shall have the right, as its first remedy, to inspect the Goods or engine that is the subject of the complaint and shall determine, at its sole discretion, whether the defect will be remedied by repair, replacement or another appropriate remedy in accordance with the Danish Sale of Goods Act.

In the event of a complaint concerning a used engine, the engine shall be returned to SM for inspection and, if applicable, repair, unless SM has expressly agreed in writing to an alternative procedure.

Without SM's prior written consent, the Buyer shall not be entitled to carry out repairs, replacements or other remedial work itself or have such work performed by a third party at SM's expense.

If such work is carried out without SM's prior written consent, SM shall be released from its obligation to remedy the defect to the extent that the Buyer's actions have made SM's inspection or remedy more difficult or impossible.

Complaint Period:

Unless otherwise agreed in writing, the complaint period for used Goods is one (1) year from the date of delivery.

The Buyer's right to make a claim applies only to defects that existed at the time of delivery.

The right to make a claim does not cover defects or damage resulting from:

- Normal wear and tear or ageing;
- Inadequate maintenance;
- Incorrect installation;
- Improper use or overloading;
- Frost damage, corrosion or consequential damage;
- Incorrect fuel being used;
- Damage occurring during transport or launching;
- The boat or engine being stored outdoors or exposed to rain and weather;
- Flooding, fire or similar external events;
- Engine remapping (chip tuning), which can be electronically detected;
- Alterations or repairs carried out by anyone other than SM without SM's prior written approval.

Warranty:

A warranty shall only apply where it has been expressly agreed and is stated in the purchase agreement. The scope and duration of the warranty shall be specified in the purchase agreement. The warranty covers only defects resulting from conditions that existed at the time of delivery. The warranty does not cover normal wear and tear, consumable parts, adjustments, or defects caused by incorrect installation, inadequate maintenance, improper use, or any other circumstances for which the Buyer is responsible. The Seller specifically provides a one (1) month warranty, commencing from the date of launching, on work relating to propeller installation on motorboats and sailing yachts, unless otherwise expressly agreed in writing.

