

## Product & Battery Warranty Policy

This Warranty Policy is subject at all times to the Agreement between RAD and customer.

### 1. Definitions

“customer” means the customer who purchases the Product

“Dealer” means a professional boat builder or dealer who is authorised by RAD to install the Product.

“RAD” means RAD Propulsion Limited, a company registered in England and Wales under number 11700102 whose registered office is Appledram Barns, Birdham Road, Chichester, England, PO20 7EQ.

“Product” means the electric propulsion system manufactured and sold by, including the drive and ancillary components only, including steering wheel, throttle head unit, cables and the interfaces. It does not include consumables such as anodes or propeller or any batteries you may have additionally purchased for use with the Product (see separate Battery Warranty)

“User Manual” means the instructional manual made available with the Product.

“Warranty” means the warranty that RAD extends to the customer for the Product and any Battery supplied, as set out in this policy.

“Warranty Start Date” means the date when the Warranty period begins, as set out in section 3 and 5 of this policy.

### 2. Product Warranty

RAD warrants that the Product shall:

- Operate and conform in all material respects with the description set out in the User Manual;
- Be free from all material defects in design, material and workmanship;
- Be fit for the purpose held out by RAD; and
- Be of satisfactory quality (within the meaning of the Sale of Products Act 1979).

For the avoidance of doubt, this Product Warranty only applies to the Product (meaning the drive and ancillary components, including steering wheel, throttle head unit, and the interfaces). It does not extend to consumables such as anodes or propeller or any batteries you may have additionally purchased for use with the Product (see separate Battery Warranty)

The Product Warranty may be transferred to a subsequent owner provided that:

- The Warranty period has not expired;
- You notify RAD of the change in ownership by contacting [sales@radpropulsion.com](mailto:sales@radpropulsion.com)

*Exclusions: your attention is drawn to this section.*

The Warranty does not cover the Product if it has been:

- installed, operated, maintained, stored, and serviced other than in accordance with the instructions in the User Manual;
- installed by a third party other than RAD or a RAD approved Dealer;
- dismantled, mishandled, abused, or misused in any way;
- used, or operated, in a way that contrary to applicable laws;
- the packaging seals have been tampered with or otherwise breached

This Warranty does not cover fault or failure arising due to:

- normal wear and tear;
- corrosion and discoloration of any material;
- growth of any marine organisms on any part of the Product;
- damage caused by any impact collision

The Product warranty does not cover incidental or consequential damages arising from the supply or use of the product

### 3. Product Warranty Period

Subject to the conditions and exclusions set out in this policy, the Warranty period for the Product will be as follows:

Warranty Start Date	<p>If using in a commercial environment to revenue generate (and not selling on to a third-party Dealer): on first use, or 6 months from when you purchase the Product</p> <p>If not using in a commercial environment: on purchase of the product</p>
Warranty Period	36 months or 3,000 operating/running hours from Warranty Start Date, whichever comes sooner
Parts covered by the Warranty	The Warranty covers the drive and ancillary components, including but not limited to steering wheel, throttle head unit, cables, and the interfaces.
Parts excluded from the Warranty	The Product Warranty does not cover consumables, such as the anodes, propeller, and oil within the gear box or any batteries you may have additionally purchased for use with the Product (see separate Battery Warranty).

### 4. Product Warranty Claim Process

If the Product fails to conform to the Warranty set out in section 3, RAD may, at its sole discretion, either decide to:

- send a RAD technician to the site where the Product is being stored to examine the drive, and may attempt to resolve the issue. The customer will make sure that the Product is available for inspection at the agreed time and location;
- Repair or replace any defective Product (or part thereof); or
- Require the customer to return the Product to RAD or the Dealer, as applicable, and refund the price of the defective Product.

Any Product that has been repaired or replaced under the Warranty will be covered by the terms of this Warranty Policy for the remaining duration left on the Warranty Period.

### 5. Battery Warranty

If you have additionally purchased a battery from RAD to power the Product the battery will be covered under a 12 Month Limited Warranty as outlined below:

## **6. Battery Warranty Coverage**

The Battery is covered by a 12-month limited warranty, starting from the date of purchase. This warranty is non-transferable and is only valid for the original purchaser with proof of purchase.

The Battery warranty covers defects in materials and workmanship under normal use.

## **7. Exclusions**

This Battery warranty does not cover damages resulting from:

- Misuse, abuse, neglect, accidents, alterations, or improper installation;
- Use in applications for which the Battery was not designed or intended;
- Non-compliance with the Manufacturer's instructions for use and maintenance;
- Unauthorised repair or modification;
- Normal wear and tear, including but not limited to the reduction in charge capacity over time, is not covered; or
- Incidental or consequential damages.

## **8. Battery Warranty Claims Procedure**

To make a warranty claim, contact sales@radpropulsion.com within the warranty period, providing:

- Proof of purchase;
- Description of the defect;
- Return of the defective battery, if requested.

The Battery manufacturer reserves the right to either repair or replace the Battery with a new or refurbished product.

The Battery manufacturer is responsible for the costs of parts and labour. The customer may be responsible for shipping costs unless prohibited by local law.

## **9. Limitation of Liability**

The manufacturer's liability shall be limited to the repair or replacement of the Battery.

This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

## **10. Miscellaneous**

No agent, representative, or employee of RAD Propulsions is authorised to make any modification, extension, or addition to this Battery warranty.

If any term of this Battery warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.