



Swoop™ Warranty Terms 2026

1. GENERAL PROVISIONS AND SCOPE OF THE WARRANTY

1.1. SVUP MANUFACTURING Limited Liability Company (hereinafter – the "Manufacturer") establishes these Warranty Terms (hereinafter – the "Warranty") for all-welded aluminium boats under the Swoop™ trademark (hereinafter – the "Swoop boat").

1.2. The Warranty is a voluntary commitment of the Manufacturer and defines the conditions, periods and procedure for free-of-charge rectification by the Manufacturer of defects of a manufacturing nature. This Warranty is a limited, commercial (voluntary) warranty and supplements, but does not replace, the statutory warranty of the seller (dealer) provided for by law (including but not limited to Directive (EU) 2019/771).

1.3. The Manufacturer confirms that the Swoop boat has been produced in accordance with technical documentation, safety standards and quality requirements, and that it is fit for use provided that the owner follows the instructions set out in the Swoop User's Manual.

1.4. The warranty period is the period during which the Manufacturer undertakes to carry out free-of-charge repair or replacement of boat components in which a confirmed manufacturing defect has been identified. The warranty period begins on the date of delivery of the boat to the first end consumer, as stated in the purchase documents. If the boat requires installation of additional equipment fitted by the Manufacturer or an official dealer, the warranty begins on the date such installation is completed.

1.5. An end consumer (owner) is a person who has acquired ownership of a Swoop boat for personal or professional use in accordance with applicable law.

1.6. The Warranty confirms that, during the warranty period, the Swoop boat shall be free from defects in materials, construction or assembly, provided that it is operated in accordance with the User's Manual and under conditions corresponding to the vessel's intended purpose.

1.7. The Warranty applies only if the boat has been purchased from an official Swoop dealer or directly from the Manufacturer. The list of official dealers is published on the official website: [swoop.boats](https://www.swoopboats.com). If a dealer has ceased operations (closed, gone bankrupt, etc.), the owner may contact the Manufacturer directly for warranty service using the contact details on the website.

1.8. The Warranty applies only to new serially produced boats bearing a unique hull identification number (CIN/WIN) applied in accordance with applicable standards.

1.9. The Warranty also covers equipment installed by the Manufacturer or an official Swoop dealer that forms part of the boat's construction, except for equipment that is covered by a separate warranty from its own manufacturer. The Warranty does not apply to additional equipment installed by the owner or a third party independently.

1.10. The Manufacturer alone determines the method of remedying a confirmed warranty defect: repair or replacement of a boat component. The Warranty does not apply where the defect falls within the list of exclusions set out in these Warranty Terms.

1.11. The terms of this Warranty may be adapted to the legal requirements of the country in which the Swoop boat was sold. Where individual provisions are inconsistent with local manda-

tory rules, the national law of the country in question applies. For sales in EU countries this Warranty supplements the statutory minimum two-year warranty under Directive (EU) 2019/771 and does not restrict the consumer's right to repair, replacement, price reduction or refund.

2. WARRANTY PERIODS AND LIST OF COMPONENTS COVERED BY THE WARRANTY

Group 1 — Hull components (5 years)

2.1. Swoop boat hull:

- outer aluminium skin;
- internal and external welded seams;
- hull structural framework (stiffeners, bulkheads, structural elements);
- aluminium decks and locker lids (excluding decorative materials and hardware).

Group 2 — Boat systems (2 years)

2.2. Aeration system:

- pumps;
- pipework;
- fittings.

2.3. Fuel system installed by the Manufacturer:

- fuel tanks;
- lines;
- separators;
- fittings and mountings.

2.4. Control consoles:

- housings;
- decorative panels;
- mounting elements.

Group 3 — Coatings and exterior components (2 years)

2.5. Swoop proprietary paint and varnish coating (subject to operation under conditions compliant with the User's Manual recommendations, including fresh and salt water with proper care).

2.6. Decorative-protective vinyl film.

2.7. Rub rail.

2.8. Transport cover (excluding attachments to the hull).

2.9. Cruising cover (excluding attachments to the hull).

2.10. Carpet and vinyl flooring.

2.11. Adhesion of carpet/vinyl flooring to locker lids.

Group 4 — Electrical components, hardware and equipment (1 year)

2.12. Swoop electrical equipment:

- buttons and toggle switches;
- main switch;
- relays;
- bilge and aerator pumps;
- electronic modules;
- wiring;
- navigation and anchor lights;
- electrical sockets.

2.13. Windshield components:

- frame;
- leaves;
- glass panels.

2.14. Mechanical steering system.

2.15. Hydraulic steering system installed by the Manufacturer.

2.16. Locker hardware: handles, locks, hinges, stays.

2.17. Windshield hardware and doors between consoles.

2.18. Cover attachments to the hull (buttons, rivets, fittings).

3. DEFINITION OF MANUFACTURING DEFECTS

3.1. A manufacturing defect is a defect in construction, material or assembly attributable to the Manufacturer that affects the safe, reliable or normal operation of the Swoop boat during the warranty period.

3.2. Defects in components or assemblies which, in accordance with the User's Manual, require adjustment, technical servicing or inspection after delivery are not considered manufacturing defects. Such defects may be classified as warranty defects only if they recur after proper servicing has been carried out.

3.3. Surface defects which do not affect the structural integrity or functionality of the boat are not considered manufacturing defects. These include:

- minor scratches and abrasions arising during normal operation;
- slight unevenness or shade variation of the paint coating due to natural factors;

- defects in the decorative film caused by external influences;
- natural changes in materials due to atmospheric phenomena (provided proper care is observed);
- effects caused by aggressive chemical, saline or electrolytic environments where the recommended protective measures have not been followed.

Such cases are not covered by the Warranty but may be considered on an individual basis.

4. MANUFACTURER'S LIABILITY

4.1. The Manufacturer is responsible for the proper quality of manufacture of the Swoop boat and for ensuring that, throughout the warranty period, the vessel remains fit for use in accordance with the requirements set out in the Swoop User's Manual.

4.2. The Manufacturer reserves the right to make changes to the construction of Swoop boats, production technologies or materials without prior notice to owners, provided that such changes do not affect the warranty obligations in respect of boats already sold.

4.3. The Manufacturer's liability extends only to defects caused by manufacturing errors, construction defects or material defects, subject to proper operation of the boat and compliance with the rules set out in the User's Manual.

4.4. The Manufacturer's liability under the Warranty is limited to the value of the defective component or, where necessary, the value of the Swoop boat, within the limits permitted by the applicable law of the country of sale. This does not limit the right to compensation for damages under EU law.

4.5. The Warranty does not apply to accessories, additional equipment or components that have not been purchased from the Manufacturer or official Swoop dealers. Where such elements are installed by third parties, the party that carried out the installation is responsible for the quality of the work performed and for any subsequent consequences.

4.6. The Manufacturer is not liable for defects arising from:

4.6.1. improperly performed maintenance or installation carried out by third parties that are not authorised Swoop service centres;

4.6.2. any structural alterations or modifications to the boat made without the Manufacturer's written consent;

4.6.3. repairs carried out by the owner or third-party technicians without the Manufacturer's approval;

4.6.4. natural wear and tear of materials and components during normal operation;

4.6.5. breach of the rules of operation, loading or recommendations set out in the Swoop User's Manual.

5. WARRANTY CONDITIONS FOR COMMERCIAL USE OF THE BOAT

5.1. For the purposes of these Warranty Terms, commercial use of a Swoop boat means any use other than personal use by a natural person. Commercial use includes, in particular:

5.1.1. use of the boat by business entities in their activities, including rental or hire of the boat, fishing charters, guide services, instructional courses and other services connected with operation of the boat;

5.1.2. participation of the boat in training, competitions or sporting events;

5.1.3. use of the boat by state, law-enforcement or municipal authorities in the performance of their official duties;

5.1.4. any other cases of use connected with generating income or carrying out professional activities.

5.2. Where the Swoop boat is used commercially, the owner is recommended to arrange annual technical servicing at an authorised Swoop service centre or official dealer in order to maintain optimum performance. For consumers who are natural persons (B2C), this is not a mandatory condition of the Warranty but may help to evidence proper operation. For business users (B2B), failure to carry out annual servicing results in termination of the Warranty.

6. VALIDITY OF THE WARRANTY UPON CHANGE OF OWNERSHIP OF THE BOAT

6.1. Upon transfer of ownership of a Swoop boat to another person, the Warranty automatically continues to apply, provided that the transfer has been carried out in accordance with the law and duly documented.

6.2. To preserve the Warranty, the new owner may re-register it in their name (recommended but not mandatory for consumers in the EU). Re-registration is carried out through any official Swoop dealer or directly with the Manufacturer.

6.3. For re-registration of the Warranty, the new owner must provide the following documents:

6.3.1. an identity document;

6.3.2. a sale and purchase contract or other document confirming the transfer of ownership;

6.3.3. a document of state registration of the vessel (where available);

6.3.4. the service or warranty booklet.

6.4. The new owner is recommended to notify the official Swoop dealer or the Manufacturer of the change of ownership and provide the above documents within 30 calendar days of completion of the transfer of ownership.

6.5. The list of documents required for re-registration may vary depending on the legal requirements of the country in which the Swoop boat was purchased.

6.6. After a change of ownership, the Warranty is valid for the remaining warranty period, calculated from the date of first sale of the boat to the first end consumer.

7. NOTIFICATION OF A DISCOVERED DEFECT

7.1. If a defect is discovered during the warranty period, the owner of the Swoop boat must first contact the official Swoop dealer (seller) from whom the boat was purchased, to record the case, obtain instructions and resolve matters relating to warranty service. Where it is not possible to contact the dealer (for example, because the dealer has ceased operations), the owner may contact the Manufacturer directly. Recording may take the form of supplying photographic or video materials or delivering the boat to an authorised service centre.

7.2. The owner of the boat is obliged to notify the defect no later than 30 calendar days from the date of its discovery. When making the notification, the owner must provide a description of the defect including its nature, approximate extent and circumstances of discovery. This information is recorded as of the date of notification and forms the basis for further consideration of the warranty case.

7.3. To confirm entitlement to warranty service, the owner must provide documents evidencing purchase of the Swoop boat together with a service or warranty booklet stating the model, date of sale, serial number (CIN/WIN) and seller's details. Where no booklet is available, the Warranty may be evidenced by other proof of purchase.

7.4. Until the boat is delivered to the service centre, the owner is obliged to take reasonable measures to prevent further spread or increase of damage, in accordance with the recommendations provided by the Manufacturer or the official dealer.

7.5. Damage that has worsened due to failure to follow recommendations or improper actions of the owner after notification is not covered by the Warranty.

7.6. The notification of defect must contain the following information:

- model of the boat;
- serial number (CIN/WIN);
- list of equipment installed on the boat (factory and additional);
- full name, address and contact details of the owner;
- date of discovery of the defect;
- photographic and/or video record with the date of capture indicated;
- description of the defect: its nature, approximate extent and place of occurrence;
- circumstances in which the defect was discovered.

7.7. The Manufacturer reserves the right to request additional materials (photographs, video) or to require the Swoop boat to be delivered to the manufacturing plant or an official service centre for inspection.

7.8. Following analysis of the information provided, the Manufacturer notifies the dealer and the owner of its decision:

- refusal of warranty service, or
- confirmation of the warranty case and dispatch of the boat for warranty repair.

8. PERFORMANCE OF WARRANTY SERVICE (REPAIR)

8.1. Upon receiving notification of a possible warranty defect from the owner of the Swoop boat, the official dealer or the Manufacturer agrees with the owner on the place and manner of conducting the inspection. Delivery of the boat to the place of inspection is the responsibility of the owner, unless otherwise agreed separately.

8.2. All warranty work is carried out exclusively by the Manufacturer, an official Swoop dealer or a certified service centre authorised by the Manufacturer to perform such work. The current list of service centres and dealers is published on the Manufacturer's official website: swoop.boats.

8.3. Following performance of warranty service, the owner has the right to submit a claim regarding the quality of the work carried out within 15 calendar days of the date of return of the boat. Once this period has expired, the work is deemed to have been performed properly.

8.4. After expiry of the warranty period, claims relating to warranty repair or requests that it be carried out are not accepted.

8.5. Performance of a warranty repair does not extend the overall warranty period of the Swoop boat or its components. The Warranty is extended only for the period during which the boat has been in warranty repair.

8.6. The period during which the boat has been in repair is calculated from the date of the owner's request for rectification of the defect until the date of actual return of the boat to the owner following completion of warranty work. Repairs are carried out within a reasonable time (typically up to 30 days, depending on complexity, with the possibility of extension by agreement of the parties).

8.7. In the case of a prolonged repair, the Manufacturer may provide a temporary replacement or compensation where this is required by the law of the country of sale.

9. CASES IN WHICH THE WARRANTY DOES NOT APPLY

9.1. The Manufacturer has no warranty obligations and refuses warranty service in the following cases:

9.1.1. damage arising from breach of the rules of operation, failure to follow the User's Manual recommendations or navigation rules;

9.1.2. mechanical marks of use, abrasions, scratches, wearing of the decorative film or paint coating that do not affect structural integrity;

9.1.3. damage arising from unlawful acts of third parties (theft, vandalism, wilful damage, destruction of property);

9.1.4. consequences of collisions, impacts, dents, damage from stones, sand or the effect of natural events (hail, storm, lightning, etc.), unless the defect has been aggravated by a manufacturing fault;

9.1.5. damage caused by improper handling of the boat, unsuccessful mooring or incorrect manoeuvring;

- 9.1.6. damage resulting from accidents or incidents on the water;
 - 9.1.7. consequences of operation contrary to the recommendations for the care and storage of the boat set out by the Manufacturer;
 - 9.1.8. defects arising from incorrect adjustment or installation of the trailer, unauthorised change of engine position during transport or mooring, or improper transport of the boat;
 - 9.1.9. corrosion and damage caused by substances containing copper, lead, mercury, arsenic, propylene coming into contact with the hull, as well as the consequences of contact of the aluminium hull with metal elements not intended for such conditions (in the absence of proper protection);
 - 9.1.10. damage caused by bird droppings, rodents or road salt;
 - 9.1.11. the appearance of mould or fungus caused by failure to observe ventilation, storage or air-access rules in lockers, recesses, bilges and other compartments;
 - 9.1.12. equipment which is not part of the Swoop configuration and has a separate warranty from its own manufacturer: engines, electric motors, winches, trailers, refrigerators, electronics, audio systems, batteries and other items purchased separately;
 - 9.1.13. defects arising from installation of equipment by the owner or third parties without Swoop authorisation;
 - 9.1.14. any alterations to the boat's construction or interference with factory components carried out without the Manufacturer's written consent;
 - 9.1.15. defects or recurrent damage caused by previous improper repair carried out by a party other than the Manufacturer or an authorised dealer;
 - 9.1.16. damage caused by water ingress under the cruising or transport cover, if caused by improper storage or operation;
 - 9.1.17. product recall cases not connected with warranty obligations and not expressly stated in these Terms;
 - 9.1.18. damage caused by breach of navigation rules, exceeding recommended speeds, fitting an engine of higher power than that stated on the manufacturer's plate, or improper handling of fuel;
 - 9.1.19. where the deadline for submitting a request for warranty repair is missed (later than 30 calendar days from the date of discovery of the defect), if such delay has led to an increase of the defect or has made its reliable assessment impossible.
- 9.2. The Warranty does not cover natural wear of materials, including consumable items and parts with a limited service life.
- 9.3. The Warranty does not cover fluids, filters, bulbs, fuses, rubber rub rail, fire extinguishers and other consumables.
- 9.4. The Manufacturer is not liable for financial losses connected with boat downtime, loss of profit, inability to use installed equipment or for any indirect or incidental damages that may arise as a result of a defect or repair of the boat, except as provided by law (for example, in the EU).

9.5. The Manufacturer has the right to refuse warranty service where the owner or dealer has carried out independent repair or interference prior to the Manufacturer's official inspection.

10. INTERACTION OF WARRANTY TERMS WITH MANDATORY LEGAL PROVISIONS

10.1. The Swoop Warranty Terms supplement, but do not limit, the rights of the owner of the boat provided by consumer protection legislation in the country of purchase or operation of the boat. In the EU this includes rights under Directive (EU) 2019/771: a minimum two-year warranty from the seller (dealer), free repair/replacement for defects existing at the time of sale, and the absence of unfair terms under Directive 93/13/EEC. Where a dealer (seller) has ceased operations, the statutory warranty may be limited, but the commercial warranty from the Manufacturer continues to apply.

10.2. Where the provisions of national law grant the owner wider rights or additional warranties compared to the terms set out in this document, the mandatory rules of law apply.

10.3. No part of these warranty terms may be interpreted as cancelling or limiting consumer rights established by law, or as releasing the Manufacturer from liability that is expressly provided for by legislation on quality, safety or product conformity (including Directive 2013/53/EU on recreational craft).

10.4. In the event of conflict between the provisions of this Warranty and mandatory rules of law, the legislative acts of the relevant jurisdiction prevail; however, other provisions of the Warranty that are not inconsistent with the law remain in force.

10.5. Consumers in the EU may contact consumer protection authorities for the purposes of dispute resolution.

11. WARRANTY BOOKLET

11.1. The warranty booklet is a mandatory document confirming the right of the owner of the Swoop boat to warranty service.

11.2. The booklet is issued to the buyer together with the boat and is completed by the official dealer on the day of sale.

11.3. The warranty booklet contains:

- boat details (model, serial number, year);
- dealer details;
- owner details;
- date of sale;
- list of warranty periods for groups of components;
- records of technical servicing (recommended on an annual basis for commercial use).

11.4. The absence of a warranty booklet or its incorrect completion is not automatic grounds for refusal of warranty repair, provided that other evidence of purchase is available (for example, a receipt or contract).

11.5. For boats operated in commercial mode, the warranty booklet is recommended to contain annual records by an authorised service for the entire warranty period (up to 5 years) in order to facilitate consideration of claims.

11.6. Upon change of ownership, the warranty booklet is passed to the new owner and may be used for re-registration of the Warranty (recommended).