



Warranty Conditions

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Warranty Conditions

1. SiFly Ai Ltd. (hereinafter referred to as 'SiFly') is responsible for any non-compliance of the purchased goods (product) with the sales contract concluded between the company and the consumer, which exists at the time of product delivery and manifests itself within the warranty period specified below in item 8 of these warranty terms.

2. SiFly is also responsible for any non-compliance of the purchased goods with the objective requirements provided in the applicable Bulgarian and European legislation, which exists at the time of product delivery and manifests itself within the warranty period specified below in item 8 of these warranty terms, ensuring that the products sold by the company are as follows:

- Suitable for the purposes for which goods of the same kind are commonly used;
- Possess the qualities of the sample or model that SiFly has made available to the consumer before the conclusion of the sales contract, in cases where a sample of the goods has been provided to the consumer before the contract is concluded;
- Are delivered to the consumer with the appropriate accessories, including packaging, warranty card, installation and usage instructions, or any other instructions that the consumer can reasonably expect to receive;
- Possess the qualities and other characteristics, including durability, functionality, compatibility, and safety, that are customary for goods of the same kind and that the consumer can reasonably expect, given the nature of the goods;

3. SiFly is responsible for the conformity of the purchased goods with the sales contract and with the objective requirements under item 2 of

these terms and conditions, only concerning individuals who have the status of 'consumer,' namely: any private individual who, in connection with a contract for the sale of goods, acts outside the scope of their commercial or business activity, trade, or profession.

4. Within the EU territory, the goods offered by SiFly are dispatched by SiFly and delivered by a partner courier company with the "Inspect the package upon delivery" option. The consumer and/or an authorized representative should carefully inspect the delivered goods at the time of handover. The consumer and/or an authorized representative should note any externally visible defects, damages, impacts, or other issues; missing components/modules, as well as in cases where goods differ from what was ordered. The consumer has the right to refuse acceptance of such goods by signing a protocol in the presence of the courier delivering the goods, specifying the reasons for the refusal - the identified defects, and immediately inform SiFly at the following phone number +359 88 7500757 or via the following email address for correspondence support@SiFly.global. In the case where the conditions stated in item 4 are fulfilled, the consumer has the right to refuse to accept the goods, with the expenses for its return to SiFly being borne by the company. The consumer has the right to obtain the goods that are in conformity with the sales contract.

4.1. In the event that a protocol documenting observed damages is not prepared and signed in the presence of the courier during the receipt of the goods, and/or in the event that the consumer does not promptly notify SiFly at the time of delivery regarding identified defects or discrepancies in the goods, and in cases where the consumer themselves has chosen the courier company for the delivery, which is different from the partner company used by SiFly, the consumer forfeits their right to bring the goods into conformity with the sales contract in relation to the identified visible defects.

4.2. If the consumer refuses to accept the goods without a valid reason such as: any obvious defects in the delivered goods, missing items, or differences between the delivered goods and the ordered ones being identified – the consumer is obligated to cover the expenses for the goods being returned to SiFly.

4.3. When the consumer accepts the goods without remarks related to identified obvious defects, omissions, or differences from the ordered product, any and all subsequent claims regarding externally visible damages to the product and the absence of ordered components/modules are considered unfounded and will not be fulfilled by SiFly.

5. Outside the EU, the goods offered by SiFly are delivered by a partner company of SiFly. The consumer should unpack and inspect the delivered goods in the presence of an employee of this partner company of SiFly. If externally visible defects in the goods are identified - any damages, impacts, and other issues; missing components/modules, as well as in cases where goods differ from what was ordered. In that case, the consumer has the right to refuse acceptance of such goods, by signing a designated protocol in the presence of the employee of the delivery company. The consumer should describe the reasons for the refusal and the identified defects, and immediately notify SiFly at the following phone number +359 88 7500757 or at the following email address for correspondence support@SiFly.global. In the case where the conditions stated in item 5 are fulfilled, the consumer has the right to refuse to accept the goods, with the expenses for its return to SiFly being borne by the company. The consumer has the right to obtain the goods that are in conformity with the sales contract.

5.1. In the event that a protocol documenting observed damages

is not prepared and signed in the presence of the employee of the company delivering the goods, and/or the consumer does not promptly notify SiFly at the time of delivery regarding identified defects or discrepancies in the goods, the consumer forfeits their right to bring the goods into conformity with the sales contract in relation to the identified visible defects or discrepancies.

5.2. If the consumer refuses to accept the goods without a valid reason such as: any obvious defects, omissions, or differences from the ordered product being identified - they are obliged to cover the expenses for its return to SiFly.

5.3. When the consumer accepts the goods without any remarks related to identified obvious defects, omissions, or differences from the ordered product, any and all subsequent claims regarding the presence of such obvious defects, omissions, or differences are considered unfounded and will not be fulfilled by SiFly.

6. When a non-compliance of purchased goods is a result of improper installation by the consumer of individual components (constituent parts) will not be considered as a non-compliance of said goods, and SiFly is not responsible for it. An exception of this case is where the improper installation is due to omissions in the installation instructions provided by SiFly in the User guide prepared and provided to the consumer, accessible on the official SiFly website - <https://SiFly.global>."

7. The non-compliance of purchased goods resulting from improper installation or the absence of installation by the consumer of a relevant update necessary for the proper functioning of the goods (so-called 'critical firmware update') is not considered a non-compliance of said goods, and SiFly is not responsible for it, except in cases where the consumer has not been previously notified by SiFly of the mandatory

installation of this update, or in cases where the improper installation by the consumer is due to omissions in the instructions provided by SiFly for such installation.

8. SiFly is responsible for any non-compliance of goods purchased from SiFly with the sales contract ('Legal Warranty'), which exists at the time of delivery of said goods and manifests:

a) within a period of 2 (two) years, starting from the delivery date, in cases where the goods are delivered to a European Union member state, except as indicated below in item 8.1.1 and item 8.2.1 of these warranty terms.

b) within a period of 1 (one) year, starting from the delivery date, in cases where the goods are delivered to a country outside the European Union, except as indicated below in item 8.1.2 and item 8.2.2 of these warranty terms.

8.1. Regarding compliance with the sales contract for a Powercell battery purchased by the consumer, SiFly assumes warranty responsibility as follows:

8.1.1. For a period of 2 (two) years from the delivery date, or within up to 300 battery cycles (1 (one) battery cycle involves consecutive or multiple partial discharges totaling 100% capacity, whichever occurs first) - for a battery for the SiFly board delivered to an EU member state.

8.1.2. For a period of 1 (one) year from the delivery date, or within up to 300 battery cycles (1 (one) battery cycle involves consecutive or multiple partial discharges totaling 100% capacity, whichever occurs first) - for a battery for the SiFly board delivered

to a country outside the EU.

8.2. Regarding compliance with the sales contract for a SiFly hydrofoil unit purchased by the consumer, SiFly assumes warranty responsibility as follows:

8.2.1. For a period of 2 (two) years from the delivery date, or within up to 300 (three hundred) hours of motor function, whichever occurs first - concerning SiFly units delivered to an EU member state.

8.2.2. For a period of 1 (one) year from the delivery date, or within up to 300 (three hundred) hours of motor function, whichever occurs first - concerning SiFly units delivered to a country outside the EU

9. When a non-compliance of purchased goods with the sales contract is identified, in line with the objective requirements outlined in item 2 of these warranty terms, or with the installation requirements of the product, which non-compliance is not among those listed in item 19 below and has occurred within the specified warranty period in item 8 of this document, the consumer has the right to file a complaint, requesting the alignment of the goods with the contract, either through repair or replacement, or a proportionate reduction in the price of the goods, or contract termination - in cases provided for in item 17 of this document.

9.1. In all cases of non-compliance of purchased goods identified within the warranty period, the consumer is obligated to immediately cease the use of the same goods and to notify SiFly of this non-compliance in accordance with item 11 of these terms.

10. A consumer has the rights specified in item 9 under the condition

he is the original or secondary owner of the product. The warranty is transferable. Even if the consumer is not the original owner and has not purchased directly from SiFly, or from an authorized SiFly reseller, he is entitled to make use of the SiFly Warranty if he is in possession of the original invoice for the purchase.

11. A consumer who meets the conditions outlined in item 10 above may file a complaint regarding non-compliance with purchased goods by notifying SiFly as soon as possible after discovering the non-compliance, but in any case, no later than 2 (two) months after its discovery, at the following email address for correspondence with the company: support@SiFly.global, or at the following registered office address of SiFly: Tintyava 15-17 str., 1113 Sofia, Bulgaria, and/or by phone at +359 88 7500757.

11.1. When submitting a claim, the consumer shall provide:

- A description of the purchased product;
- A detailed description of the claim, including specific details of the observed - non-compliance of the purchased goods;
- Contact address;
- Upon request by SiFly to connect the board to a stable WiFi network;

11.2. When submitting a claim, the consumer shall also attach all the documents, on which the claim is based, including but not limited to:

- the receipt of purchase and/or the delivery receipt;
- the original invoice number of purchase;
- personal data of the consumer - names, and email or phone number;
- protocols, acts, or other documents, establishing the non-

- compliance of the goods;
- pictures, videos, or any other files, that would help SiFly to process the warranty claim;
- other documents establishing the claim on grounds and size;

12. SiFly maintains a register of consumers' complaints, which describes in detail the complaints. SiFly will send an electronic document to the email address provided by the consumer, containing the date, registration number under which the complaint is recorded in the register, and a description of the products.

12.1. SiFly shall contact the user who has submitted a complaint within a period of 7 days, starting from the date of receiving the complaint.

13. When SiFly satisfies a complaint submitted by the user, the company shall issue a formal document for this purpose, which is prepared in two copies. One copy is provided/sent electronically to the user, and the other remains with the company.

14. When filing a complaint, the user may choose between repair or replacement of the product, unless it proves to be impossible or would result in disproportional and extremely high costs for SiFly. When considering a replacement SiFly will take under consideration all circumstances specific to the particular case, including but not limited to:

- The value of the product;
- The significance of the non-conformity;
- The possibility of providing another solution for the consumer without mager inconvenience to them;

14.1. Considering all circumstances in the specific case, SiFly

possesses the prerogative to decline to bring the product into conformity if repair and replacement are impossible or would result in disproportionately high costs for the company.

14.2. In the event of restoring non-compliance through repair or replacement of the purchased product, the consumer is obliged to make the product available to SiFly as soon as possible, without undue delay, by:

a) In case of restoring a non-compliance product by replacing the purchased product with another of the same type and quality, the consumer is obligated to send the product back to SiFly, at the expense of the company, to the following address: Tintyava 15-17 str., 1113 Sofia, Bulgaria.

b) In case of necessary to restore non-compliance through product repair, the same must be sent to a service center, part of SiFly's partner network, preselected by SiFly, and communicated in writing to the consumer.

14.3. In the event that the non-compliance reported by the consumer is not due to any of the circumstances or actions mentioned in item 19 of these warranty terms, SiFly carries out free-of-charge repairs to the product within a reasonable period. The period starts to count from the date of written notification to SiFly by the consumer regarding the observed non-compliance. The repair actions performed on the product are documented in the warranty card issued by SiFly to the consumer, with the repair period being added to the warranty period.

15. In the event that, upon assessing a submitted complaint, SiFly determines that the observed non-compliance is due to any of the

circumstances and/or actions mentioned in item 19 below in these current warranty terms, SiFly may perform the necessary repair of the product at the expense of the consumer. The repair will follow a prior agreement with the consumer on the costs. SiFly possesses the prerogative to additionally claim from the consumer the expenses for the shipment of the product from the consumer to SiFly's service center, as well as the expenses for its shipment from SiFly center to the consumer.

16. When assessing a complaint submitted by the consumer, depending on the nature of the observed non-compliance and the specific product, SiFly has the privilege to offer the consumer, rather a part replacement at the expense of the company or to cover the necessary costs for performing the repair of the product in the consumer's country of residence, by a service center preselected by SiFly and communicated to the consumer in advance.

17. In the event of non-compliance with a purchased product (which has been manifested within the warranty period specified in item 8 and is not among those listed in item 19 below), the consumer has the right to request a proportional price reduction or to terminate the sales contract only in the following case:

a) SiFly has not carried out the repair or replacement of the product as per item 14 and sub-item 14.5 above, for reasons for which the company is responsible.

b) SiFly has refused to bring the product into conformity as per sub-item 14.1 of these warranty terms.

c) After SiFly has performed 2 (two) repairs on that product within the warranty period in item 8 of these conditions and non-

compliance with the purchased product still persists.

d) The observed non-compliance with the purchased product is so significant that it entitles an immediate price reduction or termination of the sales contract.

17.1. The consumer does not have the right to terminate the contract with SiFly if the observed non-compliance of the product is insignificant.

17.2. The price reduction is proportional to the difference between the value of the product received by the consumer and the value the product would have had if there had been no non-compliance.

18. In the event of any of the scenarios outlined in item 17 of these warranty terms, the consumer may exercise their right to terminate the sales contract with SiFly through a written notice to SiFly, under the following conditions:

a) The consumer must return the purchased product to SiFly without undue delay, no later than 14 days from the date on which the consumer has notified SiFly of their decision to terminate the sales contract. The costs associated with returning the product, including shipping, are covered by SiFly.

b) SiFly shall refund to the consumer the price paid for the product upon its receipt or upon proof presentation by the consumer that the product/s has been dispatched to the company.

19. SiFly does not bear warranty responsibility for non-compliances (defects/damages/malfunctions) in products purchased from the company caused by the following events and/or the consumer's

behavior:

- Damages, caused by normal wear and tear;
- Damages resulting from the consumer's failure to follow the usage and installation instructions provided by SiFly;
- Any punctures made by the consumer or a third-party;
- Damages caused and/or attributed to repair of the product performed within the warranty period without prior agreement with SiFly and/or conducted by the consumer, an unauthorized service center not authorized by SiFly, or a third-party individual or legal entity;
- Damages due to exposure of the product to abnormal conditions, including prolonged storage at temperatures beyond the recommended range - excessive heat exposure, direct sunlight, or extended amount of time left in a car on a hot day;
- Damages due to care and/or storage and/or usage that is not in accordance with the User guide provided to the consumer and available on SiFly's official website, namely: <https://SiFly.global/>;
- Damages, caused by operations with the good in unsafe locations, and/or in any other unsafe conditions, contrary to instruction(s) given in the User guide;
- Damages due to abuse, accidents, or collisions of the hydrofoil, mast, motor, wings or board against hard objects or in shallow waters;
- Damages due to climbing on and off an eFoil while it is not floating and is sitting on the bottom in shallow waters or on solid ground;
- Damages caused by overweight usage of the product;
- Damage due to failure to properly maintain the SiFly eFoil and its components in accordance with the instructions found within the User guide;

- Damages due to disassembling the motor, ESC, Board controller units, the remote controller or battery;
- Damages due to unauthorized modifications in the SiFly eFoil or use of 3rd party components, including, but not limited to, modification of its internal circuitry, components, battery, battery cells, connectors, connector cables, etc.;
- Damages, caused by the usage of the SiFly eFoil after a warranty claim is filed, or when a customer should have reasonably made a warranty claim;
- Damages caused by usage of the good, accompanied by failure to install a critical firmware update, when the consumer is prompted/instructed to do so by the mobile app, or by email. Firmware updates can be critical or recommended. Critical updates must be installed when pushed to the eFoil for the warranty to be valid;
- Damages resulting from low or high-voltage;
- Damages caused by force majeure circumstances or natural disasters (fires, floods, earthquakes, thunderstorms).

20. All legal relations arising between SiFly and the consumer concerning SiFly's warranty liability for non-compliance with products purchased from the company are governed by the applicable Bulgarian legislation.

21. Any disputes that may arise between the consumer and SiFly regarding the conformity of purchased products, as well as concerning the existence and extent of SiFly's warranty liability for non-compliance of products purchased from it, shall be resolved by the competent court in the Republic of Bulgaria.

22. SiFly reserves the right to update this Warranty conditions at any given time. The consumers can check the official website of SiFly for the latest version.

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