



## SAILFISH BOATS LIMITED EXPRESSED WARRANTY

SEMINOLE MARINE INC. ("Sailfish") producer of Sailfish Boats warrants to you, the first retail purchaser of a new boat bought from a factory authorized dealer, that it will repair or replace defects in materials or workmanship that occur and are reported to your factory authorized dealer within the applicable Warranty Periods set forth below, subject to the terms, conditions and exclusions ("What This Warranty Does NOT Cover") set forth below. Your acceptance of delivery of the warranted boat constitutes your acceptance of the terms of this limited warranty. All warranty periods run from the date (the "Effective Date") of delivery to the original retail owner (the "Owner"), or twelve (12) months from the date the boat was delivered to the Sailfish dealer, whichever is earlier. This limited warranty applies only to covered defects first arising and reported to Sailfish or its authorized dealer within the applicable warranty coverage period.

U.S. purchasers: this warranty gives you specific legal rights, and you may also have other rights which vary from state to state. E.C. purchasers: the owner has legal rights under applicable national legislation and the Consumers Protective Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 governing the sale of consumer goods, and those rights are not affected by this limited warranty. Any claim that the boat was nonconforming at the time of delivery must be made within two (2) years from the date of delivery.

### **WHAT THIS WARRANTY COVERS:**

**Structural Warranty:** Structural fiberglass defects in workmanship and materials in the hull, stringers, transom causing the boat to be unfit for general use as a pleasure craft under normal conditions of operation - Limited Original Purchaser's Ten (10) years.

**Component Warranty:** For defects in workmanship and materials in factory manufactured and installed non-structural parts and components - One (1) year Limited Warranty.

The applicable Warranty Period runs from the date of delivery of the boat to the first retail customer, and warranty coverage applies only to warranted claims that first arise and are reported to Sailfish within the applicable warranty period. This warranty extends only to the first retail purchaser.

The express limited warranty described above is the sole and exclusive express warranty from Sailfish. **Under the laws of certain states, there may be no implied warranties or conditions from Sailfish applicable to your boat, and all implied warranties (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) and conditions are excluded and disclaimed from warranty coverage where allowed by law. Any IMPLIED WARRANTIES (if any) arising under applicable law are LIMITED IN THEIR DURATION TO TWO (2) YEARS FROM THE EFFECTIVE DATE.**

ALL IMPLIED WARRANTIES, if any, INCLUDING MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED IN THEIR ENTIRETY AFTER TWO (2) YEARS FROM THE EFFECTIVE DATE. There are no warranties which extend beyond the description on the face hereof. **Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

### **WHAT THIS WARRANTY DOES NOT COVER:**

Sailfish does not provide any warranty coverage, nor have any liability or responsibility, for any defects, costs, expenses or damages relating to the following:

- The failure to use, maintain or store the boat as specified in the manuals supplied to the Owner;
- A boat purchased from anyone other than an authorized dealer;
- A boat, including its components, that has been altered, modified or not properly maintained;
- A boat, including components and systems, that has been altered or modified from factory specifications; equipment and accessories not factory installed by Sailfish;
- Engines, outdrives, controls, propellers, batteries, generators, appliances, air conditioners, stereos and other equipment or accessories that are not manufactured by Sailfish, whether or not warranted by other manufacturers. It is the owner's obligation to fulfill any warranty registration and other obligations as to any third-party manufacturer's warranty coverage, and to submit any warranty claims directly to the third-party warrantor. Note: it is the Owner's responsibility to complete any OEM warranty registration procedure that may be applicable;
- Non-structural parts and components manufactured or installed by third parties, whether or not warranted by other manufacturers;



- The cost of removal or reinstallation of parts or disassembly of units to repair or replace components covered by this limited warranty;
- Any boat which has been in an accident, misused, used in a negligent manner, used for racing, used for rental, charter, demo, military, rescue, fire, safety, medical, police, law enforcement, patrol, or other governmental or commercial purposes, operated contrary to any instruction furnished by Sailfish, or operated in violation of any governmental or agency laws, rules or regulations;
- Fiberglass blistering attributable to water penetration of the fiberglass (osmotic blistering);
- Any representation relating to speed, range, fuel consumption or other estimated performance characteristic;
- Loss of time, inconvenience, boat payments, retail charges, improper lifting or trailering, travel expenses, loss of use, in-and-out-of-water charges, towing and storage charges, loss of or damage to personal property, or other remedies not specifically allowed;
- Damage from osmosis blistering if the original gel surface has been altered in any way;
- Damage or deterioration of cosmetic surface finishes, including corrosion, cracking, crazing, discoloration, fading, rusting or oxidation of gel coat and painted fiberglass surfaces, wood finishes (varnishes, stains and paints), fabrics, plated or painted/powder coated metal and stainless steel finishes; anti-fouling bottom paint or zinc anodes;
- The cost to remove, disassemble or reinstall components not installed by Sailfish that require removal to access parts covered by this limited warranty;
- Dealer preparation, cleaning, final adjustments and alignments in preparing the boat for delivery or commissioning;
- Normal and routine maintenance and wear and tear, including leakage around windshield, hatches, canvas, or other designated openings;
- Window glass and windshield damage, leaks or breakage; damage, shrinkage or deterioration of carpet, upholstery, and exterior canvas tops, enclosures, and weather covers;
- Fit and adjustment of exterior canvas tops, enclosures and weather covers;
- Sacrificial deterioration of anti-fouling paint or zinc anodes; or
- Cosmetic and/or damage resulting from normal wear and tear, or improper care and maintenance, either by dealer prior to consumer purchase or by consumer are not covered.

#### **REMEDIES AND OTHER INFORMATION:**

Your **sole and exclusive remedy** (including any applicable implied warranty) is the repair or replacement, at Sailfish sole option, of parts and components covered by this warranty, **and does not include incidental or consequential damages which are specifically DISCLAIMED and EXCLUDED from warranty coverage.** U.S. purchasers: some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any legal action alleging a breach of warranty must be brought within one (1) year from the date the alleged breach first occurred, regardless of the time remaining in the applicable warranty period. The boat, including any alleged defective part, must be returned to an authorized dealer (or as otherwise directed by Sailfish) within the applicable warranty period to obtain warranty service. The authorized dealer will carry out the warranty procedures on the owner's behalf. All warranty work will be performed at an authorized dealer, another repair facility that Sailfish selects, or the factory, at Sailfish' option. The owner is responsible for the expense associated with transporting the boat to and from the repair facility.

This document contains the entire warranty given by Sailfish and there are no terms, promises, conditions or warranties regarding your Sailfish other than those contained herein. Sailfish reserves the right to change Sailfish specifications, features, and prices without prior notification and without obligation for Sailfish previously manufactured.

Your acceptance of delivery of the warranted Sailfish constitutes your acceptance of the terms of this limited warranty. Your Sailfish dealer is an independent business and is not the agent of Sailfish. Your Sailfish dealer may not modify or change the terms of this limited warranty, and any questions concerning the scope of this limited warranty coverage should be addressed directly to Sailfish. Neither your Sailfish dealer nor anyone else is authorized to extend the time or scope of this warranty, or to create or assume for Sailfish any other obligation or liability with respect to Sailfish or this warranty.

Any legal action alleging a breach of this warranty (or any implied warranty) must be brought within one (1) year from the date the alleged breach first occurred. The exclusive jurisdiction and venue for any court action commenced by you under or relating to this limited warranty or any implied warranty(ies) shall be in the Circuit Court for Grady County, Georgia or United States District Court for the Middle District of Georgia.

We may be contacted as follows: Sailfish Boats, Attention: Customer Service Department, 2501 Industrial Park Drive, Cairo, GA 39828, USA. +1-229-377-2125.