

WEST MARINE INFLATABLE BOATS & ACCESSORIES LIMITED WARRANTY

This West Marine Brand Inflatable Boat ("Boat") is warranted to the original purchaser to be free from defects in materials and workmanship, under conditions of normal use and service, for the applicable period of time as follows from the date of purchase ("Applicable Warranty Period"):

1. The fabric used in the construction of the hull, keel (where installed) and bottom of each Boat is warranted from manufacturing defects for a period of five (5) years.
2. The seams of each Boat are warranted against separation or the subsequent loss of air,, for period of five (5) years.
3. The transom on each Boat (where installed) is warranted against separation from the hull for a period of (5) years.
4. Boat parts (i.e., floorboards, oars, motor bracket, handles, towing rings, pumps and valves) attached by or purchased from West Marine for the attachment to or use on the Boat is warranted for a period of one (1) year.
5. Fiberglass hulls of RIBs are warranted for a period of two (2) years

The above warranty may not be transferred or assigned to subsequent owners.

During the Applicable Warranty Period, and upon proof of purchase, the Boat as applicable, will, at West Marine's sole option, either be repaired at no charge or West Marine will provide a pro-rated refund to be applied to the purchase of a new boat calculated as follows

$$\frac{\text{(months of ownership)}}{\text{Total months in Applicable Warranty Period (60 months)}} \times \text{"Replacement Price"}$$

"Elapsed (months) means the total months in the Applicable Warranty Period minus the number of (months) that has elapsed since the date of purchase; and "Replacement Price" is the retail price of the same or similar model of the applicable Boat or on the date of refund.

West Marine may require a Boat subject to a claim to be returned to an authorized- repair station or other specific location for examination. All returns must be authorized by West Marine to be a covered warranty item. After repairs, such Boat will be returned. If, upon examination, defects are not found to be the responsibility of West Marine, you will be notified and requested to make disposition of such Boat or If you request a return, such Boat or will be returned to you freight collect

To initiate a warranty claim, it is the responsibility of the purchaser to contact your local West Marine store or by writing to West Marine Products, Inc., 500 Westridge Drive, Watsonville, California, 95076 within thirty (30) after the discovery of the defect, providing date and proof of purchase, details as to the nature of the defect; and deliver to such dealer or such person or entity as West Marine may designate the Boat or Accessory with respect to which the warranty claim is made.

Exclusions

This warranty does not cover:

1. COMMERCIAL OR INDUSTRIAL USE OR OPERATION.
2. Any Boat which has been subject to neglect, accident, improper operations or trailering, improper maintenance, repair, installation, storage, or other than normal use or application, as described in the West Marine Inflatable Owner's Manual, or misuse or alteration.
3. Damage to the Boat because of puncture, tearing, ripping, abrasion, ordinary wear and tear, abuse, neglect, negligence or modification to the hull.

ALL EXPRESS AND IMPLIED WARRANTIES FOR THE BOAT OR ACCESSORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE LIMITED WARRANTY TERM (AS SPECIFIED ABOVE). NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY TERM HAS EXPIRED. WEST MARINE DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, FOR PERSONAL INJURY AND/OR FOR LOST PROPERTY, DATA OR SOFTWARE. WEST MARINE'S LIABILITY AND THE MAXIMUM AMOUNT FOR WHICH IT IS RESPONSIBLE WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. **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.**

Some states do not allow the limitations or exclusions of items above so the above limitations or exclusions may not apply. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.