

Limited Warranty for Hurricane® deck boats (the Product). Manufactured by Godfrey Marine, (GDY) sold in the United States and Canada.

WARRANTY TERM:

Limited 1-Year Warranty: Subject to the terms and conditions set forth below, Godfrey Marine, (GDY) warrants the Products that it manufactures for a period of one (1) year. This warranty extends to the first retail purchaser only and begins on date of delivery to first retail purchaser.

Limited 5-Year Warranty: Subject to the terms and conditions set forth below, Godfrey Marine, (GDY) warrants the carpeting, the canopy fabric and furniture upholstery materials for a period of five (5) years. This warranty extends to the first retail purchaser only and begins on date of delivery to first retail purchaser.

Limited Lifetime Warranty: Subject to the terms and conditions set forth below, GDY warrants to the original retail purchaser of a new Hurricane boat to repair the fiberglass hull manufactured by GDY if it is found to be defective of material or workmanship for as long as the original purchaser owns the boat. A structural hull defect shall mean a substantial defect in the boat's hull which causes the boat to be unfit or unsafe for general use as a recreational pleasure craft under normal operating conditions. Structural elements include transom, laminate and stringers, which are below the hull flange. GDY also warrants the PTP (Pressure Treated Panels) used in the upholstered components against rot so long as the original retail purchaser owns the product. This warranty extends to the first retail purchaser only and begins on date of delivery to the first retail purchaser.

All warranties are subject to "normal use" requirements. Normal use means for recreational purposes only.

This warranty extends to the first retail purchaser and begins on date of delivery to first retail purchaser. Written notice of defects subject to warranty coverage must be given to Godfrey Marine, P.O. Box 1158, Elkhart, IN 46515, or the selling dealer within 30 days after the defect is discovered by the retail purchaser. The notice must be received during warranty coverage time or no later than 30 days after its expiration. If any part of the Product fails as a result of a manufacturing defect during warranty coverage time, it will be repaired. If repairs are required, they will be made without charge, excluding any transportation costs, after the Product is taken to the selling dealer or a GDY authorized service center. Exclusions are set forth below.

OWNER'S OBLIGATIONS:

The owner is responsible for normal maintenance, cleaning, and proper care of their boat. See Owner's Manual for maintenance, cleaning, and proper care instructions and requirements. Minor adjustments needed as a result of ordinary wear and tear and maintenance may be performed by the selling dealer, provided the owner makes boat available at dealership, during the first 90 days of the warranty coverage term. Thereafter, such adjustments are the responsibility of the owner as normal maintenance unless required as a direct result of repair or replacement of a defective part covered under this warranty. The owner shall be responsible for any and all transportation costs to a GDY designated warranty service facility for warranty service.

If the selling dealer is unwilling to resolve a problem which the owner is convinced is covered by this warranty, the owner should write GDY at the address listed above or fax GDY at (574) 522-5120, attention Warranty Service Department, with a description of the problem and attempts made to resolve it. GDY will review the problem to determine if this warranty is applicable.

EXCLUSIONS:

This warranty does not cover or include:

- 1. Equipment and appliances (such as engines, outdrives, propulsion systems and batteries) not manufactured by GDY and which are warranted directly by their respective manufacturer. Copies of those written warranties are to be provided to owner by selling dealer at time of retail sale.
- 2. Dealer or customer installed electronics, wiring, equipment and appliances.
- 3. Damage caused, directly or indirectly, by or related to:
 - a. Environmental conditions (salt, hail, freeze damage, road salt, chemicals in the atmosphere, mold, etc.)
 - b. Accidents, misuse, negligence, overloading, or improper handling.
 - c. Failure to perform normal or routine maintenance.
 - d. Alteration or modification of the Product, including but not limited to, non-factory installed equipment, alterations for and/or usefor racing.
 - e. Improper trailering, improper trailer set up or failure to use a transom saver.
 - f. Use of carpeted bunk trailers in a salt water environment.
 - g. Corrosion issues including but not limited to; Electrolysis, Galvanic Corrosion, Rust or Barnacles
 - h. Mold, Mildew or Microbial Pinking Vinyl.
 - i. Thermal cracking of Gel Coat (Temperature variations including but not limited to infrared heaters and other high output heat sources directed on the boat (gel coat).
 - j. Temperature variations including but not limited to infrared heaters and other high output heat sources directed on the boat

- k. Pets or animals.
- 1. The use of cleaning solutions or methods not approved in writing by GDY.
- m. Any commercial use
- 4. Normal deterioration due to ordinary wear, tear, or exposure, including but not limited to, fading or sun damage of upholstery vinyl, fabrics or carpet wear, etc.
- 5. Upholstery match (color, appearance) of a replacement part to the existing upholstery due to fade, appearance or color change.
- 6. Upholstery match (color, appearance) of a replacement part to the existing upholstery due to dye lot changes or the material is no longer available.
- 7. Loss of time, inconvenience, boat payments, retail charges, travel expense, loss of use, in-and-out of water charges, towing and storage charges, loss or damage to personal property, or other remedies not specifically allowed.
- 8. Normal service items such as light bulbs, fuses, lubricants, routine maintenance, etc.
- 9. Any Product used as a commercial unit or used as a leased or a rental unit. Commercial unit means used for any business, for profit, income purposes, or non-consumer use at any time.
- 10. Gel coat surfaces, including but not limited to; cracking, crazing, discoloration or blistering.
- 11. Any Product, unless manufacture approved, that has been repossessed or purchased through an auction or a non-authorized GDY Dealer.
- 12. Any published or stated performance characteristics or specifications including, but not limited to speed or fuel and oil consumption.
- 13. Any and all transportation costs incurred in delivering the Product to or returning the Product from a GDY authorized service center.
- 14. Ordinary wear and tear not determined defective due to manufacturing or workmanship.

DISCLAIMER, Damage Limitations and Oral and Implied Warranty Limitations:

GODFREY MARINE, (GDY) WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVIENENCE, EXPENSE FOR TRAVEL, LODGING, TRANSPORTATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY OR LOSS OF INCOME. Implied warranties such as the warranty of merchantability or fitness for particular purpose cover only the original purchaser, and coverage terminates 365 days from the date of

purchase by original purchaser or on the date original purchaser sells or transfers his interest in the product to a subsequent owner. It is the intent of GDY to comply with the Magnuson-Moss Warranty Act and the Federal Trade Commission's prescribed rulings. GDY is not liable for and will not recognize any warranty other than the implied warranties under state law and the written warranty contained in this document. In other words, no other warranty, written or oral is given by GDY.

Please note, however, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation on damages may not apply to you. Some states also do not allow limitations on how long an implied warranty lasts, so the above limitation on the term of the implied warranty may also not apply to you.

NON-AMENDABLE OR TRANSFERABLE:

Except as otherwise stated herein, these warranties are not assignable or transferable. This warranty may be altered only in writing by GDY and not by any GDY dealer. Any modification or additional statements concerning warranty by persons other than GDY personnel are not the responsibility of GDY and should not be relied upon.

OWNER REGISTRATION:

The filing of owner registration may be performed online by your selling dealer at the time of the sale or during the pre-delivery inspection. In the event that the selling dealer does not register your Product with GDY, Owner must register the Product with GDY within 30 days of Owner's purchase. Please contact Godfrey Marine, P.O. Box 1158, Elkhart, IN 46515 to register your Product.

WARNING: OWNER REGISTRATION INFORMATION MUST BE ON FILE WITH THE WARRANTY DEPARTMENT BEFORE ANY WARRANTY REQUESTS CAN BE HONORED. LEGAL RIGHTS:

This warranty gives you specific legal rights and you may also have other rights, including but not limited to, those provided by the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. as well as other rights which may vary from state to state.

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