

HURRICANE BOATS ® COMMERCIAL BOAT LIMITED WARRANTY

**Limited 1-year warranty for commercial boats (the Product).
Manufactured by Godfrey Marine, sold in the United States and Canada.**

WARRANTY TERM:

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

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

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 commercial 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 Hurricane authorized service center. Exclusions are set forth below.

OWNER’S OBLIGATIONS:

The commercial 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 commercial owner makes boat available at dealership, during the first 30 days of the warranty coverage term. Thereafter, such adjustments are the responsibility of the commercial owner as normal maintenance unless required as a direct result of repair or replacement of a defective part covered under this warranty. The commercial owner shall be responsible for any and all transportation costs to a Hurricane designated warranty service facility for warranty service.

DEALER’S OBLIGATIONS:

The selling dealer must register warranty with Godfrey Marine before first commercial use or warranty is voided. The selling dealer is obligated to properly maintain and protect the Product against weather elements that promote deterioration prior to commercial sale, to perform a detailed pre-delivery inspection, and provide warranty service to all Hurricane customers (regardless of whether or not the dealer actually sold the relevant Product to the Hurricane customer). The selling Dealer must perform a detailed post-delivery inspection within two (2) weeks after receiving the shipment from Godfrey Marine.

If the selling dealer is unwilling to resolve a problem which the commercial owner is convinced is covered by this warranty, the commercial owner should write Godfrey Marine at the address listed above or info@hurricaneboats.com, attention Warranty Service Department, with a description of the problem and attempts made to resolve it. Godfrey Marine 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 stereos, engines, outdrive, batteries) 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 commercial sale.
2. Dealer or customer installed electronics, equipment, and appliances.
3. Damage caused, directly or indirectly, by or related to:
 - a. Environmental conditions including but not limited to, salt, hail, freeze damage, road salt, chemicals in the atmosphere, mold, etc.
 - b. Any shrinkage, leaking or pocketing of rainwater or snow/ice on playpen (mooring) covers, seat covers, canopy fabrics or enclosures.
 - c. Accidents, misuse, negligence, overloading, or improper dealer handling.
 - d. Failure to perform normal or routine maintenance.
 - e. Alteration or modification of the Product, including but not limited to, non-factory installed equipment, alterations for and/or use for racing.
 - f. Improper trailering, improper trailer set up or failure to use a transom saver.
 - g. Corrosion issues including but not limited to, Electrolysis, Galvanic Corrosion Rust, or Barnacles.
 - h. Mold, Mildew or Microbial Pinking Vinyl.

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- i. Thermal cracking of 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.
- l. The use of cleaning solutions or methods not approved in writing by Hurricane.
4. Normal deterioration due to wear or exposure, including but not limited to, contrast in color of fading between flooring and upholstery fabrics or carpet areas protected by a cover or covers vs those areas not protected by a cover or covers, etc.
5. Enlargement of thread seam holes in upholstery materials, canvas covers or canopy fabrics and boots and seam failures in upholstery materials.
6. Normal service items such as light bulbs, fuses, lubricants, routine maintenance, etc.
7. Gel coat surfaces, including but not limiting to; cracking, crazing, discoloration, or blistering.
8. Any Product, unless manufacture approved, that has been repossessed or purchased through an auction or a non-authorized Hurricane Dealer.
9. Any published or stated performance characteristics or specifications including, but not limited to speed or fuel and oil consumption.
10. Any and all transportation costs incurred in delivering the Product to or returning the Product from a Hurricane authorized service center.
11. Brokerage fees and/or custom fees incurred for shipping warranty replacement parts outside the United States.
12. Ordinary wear and tear as determined by Hurricane.
13. This Limited Warranty excludes any failures that are not caused by a defect in material or workmanship. This warranty does not cover claims of defective design.

LIMITATIONS, EXCLUSIONS, AND DISCLAIMER OF IMPLIED WARRANTIES:

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE DURATIONS SET FORTH IN THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF THE COVERAGE OF THIS LIMITED WARRANTY. GODFREY MARINE MAKES NO WARRANTY OF ANY NATURE BEYOND THAT CONTAINED IN THIS LIMITED WARRANTY. GODFREY MARINE WILL NOT BE RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ANY AND ALL INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, EXPENSE FOR TRAVEL, LODGING, TRANSPORTATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY OR LOSS OF INCOME THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF THE WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE.

It is the intent of Godfrey Marine to comply with the Magnuson-Moss Warranty Act and the Federal Trade Commission's prescribed rulings. Godfrey Marine 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 Godfrey Marine. 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.

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within one year after the claim accrues. Any performance of repairs after the warranty coverage periods have expired, or performance of repairs regarding anything excluded from coverage under this limited warranty shall be considered "good will repairs", and they will not alter the express terms of the limited warranty or extend the warranty coverage periods. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

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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 Godfrey Marine and not by any Hurricane dealer. Any modification or additional statements concerning warranty by persons other than Godfrey Marine personnel are not the responsibility of Godfrey Marine and should not be relied upon.

CHOICE OF LAW; JURISDICTION AND VENUE:

This warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the State of Indiana with reference to the choice of law or conflict of law principles thereof, and all claims relating to or arising out of this warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the State of Indiana without reference to the choice of law or conflict of law principles thereof. To the extent any action is permitted in a court of competent jurisdiction, the exclusive venue for such action is a state court sitting in Elkhart County, Indiana, or the United States District Court for the Northern District of Indiana, South Bend Division. The parties hereby waive any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have *in personam* jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by Indiana law.

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 the selling dealer does not register your Product with Godfrey Marine, Owner must register the Product with Godfrey Marine within 15 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. Failure to file this warranty registration with GODFREY MARINE will not affect your rights under this limited warranty provided you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it may inhibit any servicing facility's ability to provide proper repairs and/or part replacement.

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.