

KEY WEST BOATS, INC.

WARRANTY POLICY

FOR 2022 MODEL BOATS

WHAT IS COVERED:

KEY WEST BOATS, INC. ("MANUFACTURER") warrants to the retail purchase of its new and later model year products, which are purchased from a factory authorized dealer, ("Buyer"), that should the hull be structurally defective in material or workmanship under normal operating conditions, Manufacturer will make the structural repairs (or, at its sole discretion), replace the affected part(s) necessitated thereby for a period of ten (10) years from the date of purchase by original Buyer. Manufacturer also warrants to Buyer to repair (or replace at its sole discretion) nonstructural defects in material and workmanship under normal operating conditions, subject to the exclusions set forth below, for a period of one (1) year. All warranties run concurrently.

Manufacturer hereby demands that the Buyer examine the product to discover all defects in material or workmanship and notify Manufacturer or the authorized selling dealer of same. During the warranty period, warranty repairs will be made without charge by the authorized selling dealer, at the dealers store or service facility, or, at Manufacturer's election, by Manufacturer at its facility in Ridgeville, S.C. Transportation to and from Manufacturer's factory or to the dealer's store or service facility, **shall be at the buyer's expense.**

The obligation of Key West Boats, Inc., under this warranty shall be limited to the repair or replacement of any part **WHICH IS JUDGED DEFECTIVE BY KEY WEST BOATS, INC.** Key West Boats, Inc. will not be liable for haulout, launch, towing or storage charges, inconvenience or loss of time or income or any other special or consequential damages of any kind. Buyer must validate this warranty by completing and returning the boat registration card within fifteen (15) days after original purchase. The failure of Buyer to completely fill-out and return the boat registration card may make it impossible for Key West to give required notice to Buyer in the event any defect is discovered "which creates a substantial risk of personal injury to the public" or any noncompliance by manufacturer.

This warranty may be transferred to second owner for any remaining warranty term. Such a transfer **REQUIRES** second owner to contact Key West Boats, Inc. **IN WRITING** within fifteen (15) days of transfer, requesting a warranty transfer form.

WHAT IS NOT COVERED:

The following is not warranted:

- (1) A product which has been repaired or altered without authorization of Manufacturer or altered in any way so as to affect its use and operation. Key West Boats, Inc. reserves the right to improve or change the design or manufacture of Key West Boat Models without any obligation to modify previous boats;
- (2) Engines, outdrives, controls, propellers, engine brackets, stereos, depth finders, GPS units, trolling motors, batteries, outrigger bases or other equipment or accessories which are not manufactured by Manufacturer whether or not warranted by such other manufacturer;
- (3) Blistering or Discoloring, Gelcoat or powder coat finish, Gelcoat or powder coat cracking or crazing;
- (4) Windshield breakage;
- (5) Leakage around windshields, hatches or other apertures;
- (6) Canvas, zippers, vinyl, upholstery, plastic, fabric, trim, or wood;
- (7) Discoloration, oxidation, "bleeding", or corrosion of Stainless Steel or other metal products – including powder coated parts;
- (8) A product which has been subjected to unreasonable use, tampering,

- Abuse, mishandling, improper maintenance, negligence, improper trailering, alterations, accidents, or used for racing or commercial purposes, or which has been operated contrary to any printed instruction furnished by manufacturer;
- (9) A product which has been overpowered according to the maximum recommended engine horsepower specified on the attached capacity plate;
 - (10) Machinery, equipment and accessories not factory installed;
 - (11) Condensation in Gauges;
 - (12) Any representations of storage to be "dry";
 - (13) Any representation relating to the speed or weight of a product;
 - (14) Dealer preparation, cleaning, and final adjustments and alignments in preparing the boat for delivery or commissioning;
 - (15) A boat used for commercial purposes (commercial purposes, as used herein, means a vessel with more than 50% usage for business or revenue-producing purposes);
 - (16) Boats declared a total loss, constructive total loss, or salvaged;
 - (17) Any act of God.

GENERAL PROVISIONS:

This warranty gives you specific rights, and you may also have other rights which vary from state to state. This warranty is governed by the Laws of the State of South Carolina. This document contains the entire warranty given by Manufacturer and there are no terms, promises, conditions, or warranties other than those contained herein. No oral or written information or advice given by Manufacturer, its dealers, representatives, agents or employees shall create a warranty by Manufacturer or in any way increase the scope of this warranty. Manufacturer does not authorize any person to alter or amend this warranty or to create or assume for it any other obligation or liability with respect to its product. Manufacturer reserves the right to improve its products through such changes in products previously manufactured..

THIS EXPRESS WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS, ANY OR ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF ANY PERSON WHETHER IN CONTACT, TORT OR OTHERWISE AND MANUFACTURER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGE, LOST PROFITS, INCONVENIENCE, OR DAMAGE RESULTING FROM A BREACH OF THE EXPRESS OR ANY IMPLIED WARRANTY WHICH IS NOT DISCLAIMED HEREIN NOR FOR ANY LOSS OR DAMAGE, EXPECT AS SET FORTH ABOVE.

In the event that the above disclaimed and exclusion of warranties and damages are inconsistent with applicable law, those disclaimers and exclusions are limited to the maximum permitted by applicable law, and all remaining implied obligations and warranties are limited in duration to a period of one (1) year or such shorter period as permitted by applicable law. Some states do not allow limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

**LIMITED WARRANTY FOR KEY WEST BOATS INC.
ALL WARRANTIES RUN CONCURRENTLY!**