

# LIMITED WARRANTY

FLOE International, herein after “Varatti” 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 (“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. For this warranty to become active, warranty card must be completed and postmarked for return to Varatti within 3 business days of the original purchase date.

There are no warranties other than those contained herein, unless otherwise required under applicable law. For boats sold in the US, this warranty gives you specific legal rights: you also may have other rights, which vary from state to state. For boats sold in EC member states, 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.

## WARRANTY COVERS – DEFECTS IN WORKMANSHIP AND MATERIALS:

- Structural Warranty: Defects in the hull deck, stringers, floors: Five (5) year Warranty.
- Component Warranty: Defects in factory installed non-structural parts and components: Five (5) year Warranty.
- Gelcoat Warranty: One (1) year warranty

## WARRANTY EXCLUSIONS

- A boat purchased from anyone other than an authorized Varatti dealer.
- A boat, including its components that have been altered or modified.
- The installation of any equipment by a dealer or any other installer.
- Engines, drive train, underwater gear, controls, propellers, batteries, appliances and other equipment or accessories that are not manufactured by Varatti, whether or not warranted by other manufacturers.
- Paints, varnishes, gel coat surfaces and colors, finish distortions, chrome plated or anodized finishes, floor covers and any other surface coatings.
- Gelcoat discoloration, blisters, bubbles or cracks.
- Gelcoat blistering caused by adverse water chemistry or leaving boat in water for prolonged periods.
- Any boat which has been misused, used in a negligent manner, used for racing, used for rental, charter, demo, military, rescue, fire, safety, medical, police, law enforcement, patrol, or similar governmental use; or other commercial purposes, used without normal maintenance, operated contrary to any instruction furnished by Varatti, or operated in violation of any governmental or agency laws, rules or regulations.
- Damage caused by dealer installed options or accessories.
- Aftermarket ballast kits.
- Standard maintenance items that do not follow routine maintenance schedule.
- Any boat that has been altered, modified, repaired or replaced so as to increase the cubic inch capacity of horsepower output of the engine and boat as originally manufactured.
- Any boat that has been damaged by fire, theft, freezing, or act of god.
- Any boat used for commercial purposes, including ski schools, ski clubs, or ski camps.
- Any boat used for speed, competition or performance demonstration.
- 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 expense, loss of use, in-and-out-of-water charges, towing and storage charges, loss of or damage to personal property, commercial loss, consequential, special or incidental damages, or other remedies not specifically allowed.
- Dealer preparation, cleaning, final adjustments and alignments in preparing the boat for delivery or commissioning.
- Leakage around windshield, hatches, canvas, drive train or other designated openings.
- Fit and adjustment of exterior canvas tops, enclosures and weather covers.
- Sacrificial deterioration of anti-fouling paint or zinc anodes.
- Cosmetic and or damages resulting from improper care and maintenance by dealer prior to Consumer purchase or by consumer are not covered.
- Any Varatti boat that has not been stored or trailered properly or failure to support the hull adequately can result in distortion and reduce performance and will void warranty.

- All component parts and accessories not manufactured by Varatti including but not limited to engines, gear trains, drive trains, transmissions, propellers, shift and throttle control levers and cables, pumps, blowers, windshields, canvas, upholstery, batteries, instrumentation and steering systems. However, where any such items are warranted by a component manufacturer, Varatti will, if possible, furnish the warranty document to the owner.

The company reserves the right to improve its products through changes in design or material without being obligated to incorporate such changes in products of prior manufacture.

No modifications can be made to this warranty by any source other than the manufacturer.

**Purchase Price Limitation:** In any event, Varatti's entire liability, under any provision of the limited warranty, shall be limited to the repair or replacement of the boat, trailer, or component part, or the refund of the purchase price paid by the consumer for the boat, trailer, or component part found to be defective within the applicable warranty period. This constitutes Varatti's sole liability and obligation in the event of a claim arising out of Varatti performance or non-performance of any provision of this limited warranty. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitations may not apply to you.

The applicable Warranty Period runs from the date of delivery to the first retail customer. All warranties run concurrently. This warranty extends only to the first retail purchaser, but certain limited warranty coverage may be transferred to a second owner of a used boat who buys it for personal use from a factory authorized dealer or from the first retail purchaser by completing a Warranty Transfer Application and payment of a transfer fee of \$500. Transferred warranty coverage is limited to structural defects in the hull (limited to 5 years from the effective date of the original warranty coverage) and factory installed non-structural parts and components (limited to 2 years from the effective date of the original warranty coverage), and subject to the remaining terms, conditions, limitations and exclusions set forth herein. The Warranty Transfer Application and transfer fee must be received by the factory within 30 days of purchase by the Second Retail Purchaser. Proof of purchase is required. The warranty may only be transferred once.

This limited warranty is the sole and exclusive express warranty from Varatti. To the fullest extent allowed by law, all implied or other warranties (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) are excluded and disclaimed and excluded. If any implied warranty of merchantable quality or fitness is required under local law, all remedies shall be subject to the terms and conditions set forth herein to the fullest extent allowed under applicable law. If applicable law does not allow the exclusion or disclaimer of certain implied or statutory warranties or remedies, then any such implied warranties and remedies shall be limited in duration and scope to the term of this limited warranty or the minimum allowed under applicable law. For boats sold in the US, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Your sole and exclusive remedy is the repair or replacement, at Varatti's sole option, of parts and components covered by this warranty, and does not include incidental or consequential damages that are specifically **DISCLAIMED** and **EXCLUDED** from warranty coverage. For boats sold in the US, some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. This boat, including any alleged defective part, must be returned to an authorized dealer 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 Varatti selects or the factory, at Varatti option. The owner is responsible for the expense associated with transporting the boat to and from the repair facility. 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.

This document contains the entire warranty given by Varatti. Varatti does not authorize any person or persons, including authorized dealers, to change the terms of this express limited warranty, which is Varatti's only warranty.

All future warranty litigation/legal process concerns shall consent to the jurisdiction of the state and federal courts located in Minneapolis, MN.