

AVON

NORTH AMERICAN LIMITED WARRANTY U.S.A. and Canada

A. APPLICATION & TERMS

1. This warranty is limited to AVON customers who register their product within 30 days of purchase with AVON Marine, 540 Thompson Creek Road, Stevensville, MD 21666. The warranty is applicable to AVON inflatables or AVON rigid hull boats used for recreational purposes only (see exclusions). This warranty is transferable, provided written notification is received by AVON Marine within 30 days of transfer.
2. AVON warrants the Hypalon/Neoprene fabric for a period of ten (10) years against defects in deterioration affecting serviceability such as aging, cracking or porosity. AVON will repair or replace said product (at its sole discretion) at no charge during years 1 through 5. During years 6 through 10, if it is determined that the fabric is defective and in the event of a replacement, it will be offered at the following discount from the current manufacturer's suggested retail price for the model:
 - 50% discount in year 6
 - 40% discount in year 7
 - 30% discount in year 8
 - 20% discount in year 9
 - 10% discount in year 10AVON retains the right to substitute comparable product.
3. Air holding seams for the buoyancy tubes are warranted to meet AVON manometer standards for five (5) years from the date of purchase.
4. AVON warrants keels and high pressure floors for a period of five (5) years for all properly registered boats. AVON will repair or replace said product at no charge during year one (1). During years 2 through 5, a replacement will be offered at the following discount from the current manufacturer's suggested retail price for the part:
 - 80% discount in year 2
 - 60% discount in year 3
 - 40% discount in year 4
 - 20% discount in year 5AVON retains the right to substitute comparable product.
5. AVON warrants the fiberglass hull and the integral molded components of the rigid hull inflatable boats to be free from defects in materials and workmanship for a period of five (5) years.
6. All other AVON parts, attachments, accessories, and Yamaha jet drives are warranted to be free from defects in material and structure for a period of one (1) year from the original date of purchase.
7. This warranty will be void if the Hull Identification Number (HIN) plate attached to the transom is changed, defaced or detached in any way.
8. Determination of warranty eligibility will be made solely by AVON Marine, after inspection of the claimed defect by an authorized service center.

LIMITATION OF LIABILITY

1. It is expressly agreed that there are no warranties made by the boat dealer/retailer of AVON Marine product, except those stated above. **AVON Marine disclaims any implied warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose**, except to the extent that such disclaimer may be prohibited by law during the term of the warranty stated above.
2. In no case shall any obligation under this warranty exceed the purchase price applicable to the product or part thereof to which such claim relates.
3. Avon's sole obligation, and your exclusive remedy under this warranty, is limited to repair or replacement in accordance with this warranty.
4. AVON Marine will not be liable for normal deterioration, wear, discoloration, mold staining on buoyancy fabrics, metals, woods, plastics, or the following non structural surface imperfections of fiberglass gel coat—minor surface gel coat cracking or crazing or minor surface inclusions or protrusions and osmotic blistering. In addition, AVON Marine is not liable for cost of normal maintenance and cleaning, or costs resulting from loss of use, including but not limited to transportation, freight to service centers, and rigging/de-rigging.
5. In no event shall AVON Marine be liable for incidental, consequential or punitive damages in connection with the sale or use of AVON boats, parts or accessories. Some jurisdictions do not allow the exclusion of limitation of incidental, consequential or punitive damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific rights. You may also have other rights that vary from state to state or province to province.

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B. EXCLUSIONS FROM THIS WARRANTY

1. Outboard engines, transmissions, generators, air conditioning systems, batteries, appliances, antifouling bottom paint and any components and accessories not manufactured by AVON Marine, see owner's packet for separate warranty details on these products.
2. Damage or loss caused by one or more of the following:
 - Misuse, abuse, or negligence, such as improper docking, towing, running aground, improper use of fitting of davits and lifting systems, over/under inflation of the air chambers.
 - The use of outboard engine in excess of that specified on the capacity plate.
 - Competition, charter, rental or commercial usage of the boat or product.
 - Collision, improper trailering, punctures, tearing, ripping, abrasions, theft, fire and Acts of God.
 - Alteration or tampering, such as transom modification for installation of an engine with incorrect shaft length, etc.
 - Surface corrosion from environmental conditions, including but not limited to airborne fallout, tree sap, chemical spills, acid rain, hail, windstorm, lightning, etc.
 - Corrosion of metallic parts, due to lack of maintenance or premature wear resulting from improper assembly or over / under inflation.
 - Water or moisture damage to wooded parts, wooden laminates or composite assemblies resulting from failure to maintain the protective coating of these parts (varnish, paint, caulking, etc).

C. RESPONSIBILITY OF PURCHASER

1. To be eligible for warranty, you must notify an authorized service center within thirty (30) days of occurrence of the claimed defect. The location of the nearest authorized service center can be found on our web page www.avonmarine.com or you may contact us by telephone (410) 604-3616 or by writing to: AVON Marine, 540 Thompson Creek Road, Stevensville, MD 21666. **ALL DECISIONS INVOLVING WARRANTY ELIGIBILITY WILL BE MADE SOLELY BY AVON MARINE.**
2. The boat, including any claimed defective part, must be returned to the authorized AVON service center within the warranty period for inspection and warranty service. The expense of returning the boat or any part to the authorized service center for warranty service, and the expense of returning it back to the owner after repair or replacement, will be paid for by the owner.

D. OTHER IMPORTANT INFORMATION

1. AVON reserves the right to make changes in the design and material of its boats without incurring any obligation to incorporate such changes in units already completed or in the hands of dealers or consumers.
2. Avon's sole obligation, and your exclusive remedy under this warranty, is limited to repair or replacement in accordance with this warranty, except as otherwise provided by law. The distributor, AVON Marine, 540 Thompson Creek Road, Stevensville, MD 21666 make these warranties to you.
3. AVON does not authorize its dealer or any other person to assume for it any other warranty or liability in connection with the sale of its boats.
4. **The Federal Boat Safety Act of 1971 provides for defect notification by the manufacturer to first purchasers. Failure to register your purchase with the**

manufacturer by filling out the owner registration card constitutes waiver of the right to defect notification.

5. If a court of competent jurisdiction finds one or more of the provisions of this warranty to be invalid or unenforceable, the remaining warranty provisions will continue to be valid and enforceable.

This warranty is effective to all boats sold to a consumer on or after September 1, 2004 and supersedes all previous warranties.