

ZODIAC of NORTH AMERICA PROFESSIONAL PRODUCTS DIVISION

WARRANTY APPLICATION & TERMS

The warranty on this ZODIAC, (Zodiac or Avon boats inclusive) inflatable boat or rigid hull inflatable boat is limited to the original purchaser who registers their product with Zodiac of North America (ZNA), 540 Thompson Creek Road , Stevensville, MD 21666 within 30 days of first placing the boat into service by returning the completed warranty card to ZNA. This Warranty is transferable, provided the original purchase was registered, and provided written notification of the transfer of the boat is received by Zodiac within 30 days of transfer.

Note: Boats built by Zodiac Hurricane Technologies (ZHT) are subject to the terms the ZHT warranty and are not covered by this Zodiac warranty.

The warranty period inception:

- If the product is sold by a dealer the warranty period begins on the date of sale to the end customer.
- If the boat is sold to the end customer by ZNA, the warranty period begins on the date the boat is placed in service, or one year from the date it is shipped from ZNA, whichever is earlier.
- If the boat is sold to the end customer through a federal contract (e.g. GSA), the warranty period begins on the date the boat is placed in service, or one year from the date it is shipped from ZNA, whichever is earlier.

FOR THOSE PURCHASERS WHO COMPLETE THE WARRANTY REGISTRATION CARD, Zodiac warrants the fabric of the buoyancy tubes, air floors, keels, the transom, transom attachments, and fiberglass hull of the boat to be free from defects in materials and workmanship for a period of five years from date of purchase or Zodiac will repair or replace said product (at its sole discretion) at no charge for labor and materials (excluding shipping costs). Zodiac retains the right to substitute comparable product. The air holding seams are warranted to meet the Zodiac manometer standards for a period of one year.

Zodiac parts, attachments and accessories, unless covered individually by a separate warranty, are warranted to be free from defects in material and structure for a period of 1 year or Zodiac will repair or replace said product (at its sole discretion) at no charge for labor and materials (excluding shipping costs). Zodiac retains the right to substitute comparable product.

This warranty will be void if the Hull Identification Number (HIN) plate attached to the transom is changed, defaced or detached in any way.

FOR THOSE PURCHASERS WHO **DO NOT** COMPLETE THE WARRANTY REGISTRATION, and if it is determined the fabric of the buoyancy tube air floors, keels, the transom, transom attachments, and fiberglass hull of the boat to be defective in material or workmanship only (excluding color) during years 3 through 5 of ownership, replacement parts and labor will be offered at the following discount from current manufacturer's suggested retail price for the model:

85% discount in year 3

80% discount in year 4

75% discount in year 5

After inspection of the condition of the boat by an authorized service center, determination of any warranty action will be made by Zodiac of North America.

EXCLUSIONS FROM THIS WARRANTY

- a) All inboard and outboard engines, transmissions, jet drives, generators, air conditioning systems, batteries, appliances, antifouling bottom paint and any other components and accessories not manufactured by Zodiac, (See owner's packet received at sale for separate warranty details, if any, on these products.)
- b) Misuse, abuse or negligence, including without limitation, improper docking, beaching or towing, collision, punctures, tearing, ripping, abrasion, theft, fire, and over/under inflation of air chambers.
- c) Damage received as a result of insertion/extraction, by helicopter, airplane parachute, submarine and the like.
- d) Damages or corrosion from abnormal environmental conditions, including but not limited to, corrosive water environment, airborne fallout, tree sap, chemical spills, acid rain, hail, wind storm, lightning, etc.
- e) Damages from contact with hydrocarbon products, fuel, gasoline, diesel, JP4/5/8, etc.
- f) Damages or corrosion due to lack of maintenance, or premature wearing resulting from improper assembly, over/under inflation, etc.
- g) Damages resulting from improper storage.
- h) The use of outboard engine in excess of that specified on the capacity plate.
- i) Competition, usage is not warranted.
- j) Damage received through Acts of God, including but not limited to, abnormal water, wind or weather conditions, etc., are not warranted.
- k) Damages resulting from improper trailering, lifting, cradling, or improper use of davits.
- l) Alteration or tampering, including but not limited to, transom modification, installation of an engine with incorrect shaft length, etc.
- m) Normal deterioration, wear, discoloration, dulling, crazing, osmotic blistering and aging of fabrics, metals, woods, plastic or fiberglass gel coat (including spider cracks).
- n) Cost of normal maintenance and cleaning.
- o) Costs resulting from loss of use, including but not limited to transportation or freight to service centers, rigging/de-rigging.
- p) Consequential or incidental damages.
- q) Moisture damage to wooden parts, wooden laminates or composite assemblies resulting from failure to maintain the protective coating of these parts (varnish, paint, caulking, etc.)
- r) Use of strong detergents or silicone based products (ArmorAll or like agents) placed on the buoyancy tubes will void this warranty.

PROCEDURES

To receive service under this warranty you must take your boat or claimed defective part with proof of purchase (bill of sale) to an authorized service center for inspection during normal working hours. For the location of the nearest service center you may contact us by telephone (410) 643-4141 or our web page www.zodiacmarineusa.com or by writing to: Zodiac of North America, 540 Thompson Creek Road, Stevensville, MD 21666. All warranty actions are handled by the service center. To be eligible for warranty determination, you must contact your nearest center within 30 days of occurrence of the claimed defect.

LIMITATION OF LIABILITY AND OTHER IMPORTANT INFORMATION

This warranty is exclusive and in lieu of all other expressed warranties. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED. If any implied warranties are found to exist, such implied shall not extend beyond the duration of the express warranties provided herein. It is expressly agreed that no warranties can be made by the boat dealer/retailer, except those stated above.

Zodiac's sole obligation, and your exclusive remedy under this warranty, is limited to repair or replacement in accordance with this warranty.

Zodiac shall not be liable for any consequential, incidental or contingent damages whatsoever. Some states and provinces do not allow (a) limitation on how long a warranty lasts, or (b) the exclusion or limitation of incidental or consequential damages; so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights, which vary from province to province or state to state.

Zodiac reserves the right to make changes in the design and material of its inflatable boats without incurring any obligation to incorporate such changes in units already completed or in the hands of dealers or consumers. The entire obligation of Zodiac regarding the sale of its inflatable is stated within this written warranty, except as otherwise provided by law. The distributor, Zodiac of North America, 540 Thompson Creek Road, Stevensville, MD 21666, make these warranties to you.

Zodiac does not authorize its dealer or any other person to assume for it any other warranty or liability in connection with its products.

This warranty is effective as to all boats sold from September 1, 2006 and supersedes all previous warranties.

1/26/2006