

SMIDT INDUSTRIES, INC.
LIMITED WARRANTY
EFFECTIVE May 1, 2004

Smidt Industries, Inc. (hereinafter called "Boat Manufacturer") warrants all of its new boats (subject to the terms and conditions listed below) to be free from defects in materials and workmanship under normal non-commercial use and service to only the original retail purchaser (hereinafter called "Consumer") for the time period stated herein, when the boat is sold through an authorized dealer of Smidt Industries, Inc. This warranty is not transferable to any subsequent owner of the boat.

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The Boat Manufacturer provides a three (3) year limited warranty to the consumer against leakage resulting from defects in material or workmanship for all the welded seam lines. Structural damage to the seam line caused by striking an object is not covered.

TERMS OF WARRANTY

1. NONCOMMERCIAL USE - This warranty extends to any non-commercial Consumer who normally uses it for personal, family or household purposes.
2. COMPONENTS - Manufactured and installed by Boat Manufacturer are covered for twelve (12) months from the date of the delivery to the Consumer, including seats and seat coverings, carpet and wheels, and storage compartments.
3. ALUMINUM RIVET PARTS - Boat Manufacturer's warranty for pontoons and other aluminum parts for damage resulting from defects in materials and workmanship is for a period of three (3) years from the date of delivery to the Consumer.
4. THIS WARRANTY extends only for boats used exclusively in fresh water and all warranties shall terminate if boat is used in other than fresh water.
5. FURTHER, THIS WARRANTY DOES NOT APPLY TO:
 - 1) Damage resulting from the use or storage of harmful solvents or cleaners, electrolysis by reversed polarity connections, use of improper anti-fouling paint or metal attachment to boat.
 - 2) Damages due to accident, misuse, abuse, negligent operations, or acts of God.
 - 3) Boats used for racing purposes or boats that have been modified in any way.
 - 4) Failure to perform maintenance services recommended by Boat Manufacturer.
 - 5) Use of motors larger than recommended by the United States Coast Guard.

BOAT MANUFACTURER'S RESPONSIBILITY

During the warranty period described above, Boat Manufacturer will, at its option, repair or replace, free of charge, including related labor charges, any warranted parts found to be defective due to defective material or workmanship when repair work is done by a Boat Manufacturer authorized dealer or by Boat Manufacturer, within a reasonable time after the boat is delivered for repair. Expenses, losses, or charges to the customer for all incidental or consequential items of a commercial nature (such as hotel or motel accommodations, telephone calls, meals, loss of salaries or commissions resulting from down time, etc.) are NOT COVERED under this warranty and Boat Manufacturer disclaims any liability or responsibility for such.

WARRANTY CLAIM PROCEDURE

1. Should a warranted defect occur within the warranty period, the Consumer should immediately (in no event later than 30 days after the discovery of the defect) contact the dealer from whom the boat was purchased. The boat must be returned to the dealer from whom you purchased your boat to perform warranty repairs. In the event you are traveling or have moved to another locale, notice may be given and warranty may be performed by any Boat Manufacturer authorized dealer.
2. You must present your original sales receipt to the dealer to prove the boat is still under warranty.
3. The authorized Boat Manufacturer dealer will examine the boat to determine if, in his opinion, a warrantable defect exists. If a warrantable defect exists, the dealer will, at its option, repair or replace the defect as described under Boat Manufacturer's Responsibility" above. If, in the dealer's opinion, service is required

at the factory, the dealer must obtain written authorization for Boat Manufacturer's Warranty Department. The boat(s) must then be returned to the Boat Manufacturer's Warranty Department, prepared for transportation, with all transportation charges prepaid by Consumer. Boat Manufacturer will, at its option, repair or replace the defect as described under Boat Manufacturers Responsibility' above. The boat will be returned to the Consumer freight collect. This warranty does not cover transportation to the dealer or the manufacturer, loss of time, loss of revenues, inconvenience or other incidental or consequential damages.

4. Consumers will be asked to sign a warranty form to assure Boat Manufacturer that all warranty work has been performed.

CONSUMER'S RESPONSIBILITY

The warranty registration card must be completed by the Consumer and the selling Boat Manufacturer dealer on the date of the delivery. The card must be submitted within thirty (30) days of the delivery to Boat Manufacturer, a condition precedent to warranty coverage.

It is the obligation of the Consumer to deliver the boat to the authorized Boat Manufacturer dealer or the Boat.

The consumer must maintain the boat in accordance with recommendations printed in the Operator's Manual.

EXCLUSION AND IMPLIED WARRANTIES

These boats are intended primarily for recreation and leisure purposes. This warranty does not extend to any defect due to the negligence of others, failure to operate or maintain the products in accordance with the operating and maintenance instructions furnished with each new product, unreasonable use accident, alterations. Or ordinary wear and tear.

IN CONSIDERATION OF THE FOREGOING, THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED IN DURATION TO THE DURATION OF THESE WRITFEN WARRANTIES AND ANY OTHER WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. (Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

THIS WARRANTY IS SPECIFICALLY IN LIEU OF ALL OTHER EXPRESSED WARRANTIES ON THE PART OF BOAT MANUFACTURER. No person, including any dealer, agent or representative of Boat Manufacturer is authorized to make any representation or warranty concerning Boat Manufacturer products on behalf of the company, except to refer purchasers to this warranty.

This warranty excludes transportation to and from the dealer or manufacturer, to obtain warranty service, loss of time, loss of revenues, inconvenience or other incidental damages. BOAT MANUFACTURER IS NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF ANY WRITTEN OR IMPLIED WARRANTIES, NEGLIGENCE OR OTHERWISE FOR SUCH BOAT MANUFACTURER BOATS. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.)

THE WARRANTY HEREIN CONTAINED IS EXPRESSLY LIMITED TO THE ORIGINAL PURCHASER OF THIS BOAT, AND THE BOAT MANUFACTURER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY SUBSEQUENT OWNERS OR PURCHASERS OF THIS BOAT.

The Boat Manufacturer reserves the right to make changes in the design or material of its product without any obligation to incorporate such changes in any product previously manufactured.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.