

# STANDARD PRODUCT WARRANTY (12/2017)

CONTACT INFORMATION	PROFESIONAL SERVICES COMMITMENT
For information about products or support services including warranty:  Call Customer Service: (360) 674-7161, Option #3  Website: <a href="www.safeboats.com">www.safeboats.com</a> Email warranty claims to: <a href="www.safeboats.com">warranty@safeboats.com</a>	SAFE Boats is committed to providing the highest level of support in the industry and offer a complete set of integrated support solutions designed to help our customers across every phase of their vessel's life cycle. SAFE Boats works with you to provide the type of coverage you need.
STANDARD WARRANTY SERVICES	OPTIONAL SERVICE PLUS (contact SAFE for purchase options)
Technical support: Mon-Fri 6:30AM – 4:30PM (PST) Repair labor, parts, materials Ground Shipping Access to technical data	On-site warranty support (remove/reinstall, troubleshoot), next day shipping, boat surveys and assessments, designated Warranty POC, training, repairs, modifications, extended factory technical support hours, extended warranty periods, spares management.

# STANDARD WARRANTY

SAFE Boats International, LLC, for the time periods detailed in the table below, warrants that (1) all SAFE Boats manufactured products conform to SAFE Boats specifications and are free of any defect in materials or workmanship, and (2) all SAFE Boats provided equipment has been properly installed. The coverage period is measured from the date of acceptance of the vessel. OEM equipment is warranted by the respective manufacturer. Buyer understands that the limitations of Builder's Warranty and of Buyer's remedies are factors in the determination of the contract price. Buyer has chosen to accept the Standard Warranty limitations rather than seek additional warranties and remedies at an increased price.

SAFE BOATS MANUFACTURED PRODUCTS	STANDARD EQUIPMENT WARRANTY PERIOD
HULL	10 years
FUEL TANK	5 years
SUPERSTRUCTURE Any portion of the boat above the deck or attached to the hull, i.e. bolsters, lockers, performance wings, and all parts permanently integrated into these structures.	2 years
COLLAR SYSTEM	2 years
INSTALLATION OF EQUIPMENT	1 year



INSTALLED EQUIPMENT (Engines, Navigation, etc.)	STANDARD EQUIPMENT WARRANTY PERIOD
INSTALLED EQUIPMENT is warranted by the Original Equipment Manufacturer (OEM). Warranty registrations are stowed on the boat at delivery.	Warranty periods vary by products and OEM's and start at acceptance of the boat. Engine warranties are pre-registered at the factory for U.S. customers. All other installed equipment must be registered by the customer. Follow the equipment manufacturer warranty registration and warranty clam procedures provided in the boat box at delivery. Submit warranty claims directly to the OEM.

OWNER RESPONSIBILITY	SAFE WARRANTY RESPONSIBILITY
Troubleshoot, Removal & Reinstall	Technical Support & Troubleshoot assistance
Return shipping to SAFE Boats	Repair Labor
Cost of expedited shipping (if requested)	Repair Materials
Travel Expenses (if on-site support is requested)	Ground shipping to customer (domestic destinations)

### WARRANTY CLAIMS AND PROCEDURES

- 1) To be entitled to rights under the Standard Warranty, the customer shall submit a warranty claim request by contacting the SAFE Boats Warranty Department by phone or email within thirty (30) days after discovering a suspected defect, but in any event prior to the expiration of the applicable Warranty Period. Following receipt of such customer notice, SAFE Boats will work with the customer through photographs and dialog to make a provisional warranty determination. If SAFE Boats determines that the problem is likely covered by the Standard Warranty, SAFE Boats will authorize repair or replacement of the defective component by issuing a provisional warranty approval. Components that the customer claims to be defective shall be available to SAFE Boats for inspection and testing. The customer's sole exclusive remedy will be repair or replacement of the warranted part, at SAFE Boats sole discretion and option.
- 2) SAFE Boats will pay for ground domestic return shipment of the repaired or replacement part to the customer if the faulty product is shipped to the SAFE Boats factory. SAFE Boats bears the risk of loss or damage while the equipment or component is in transit to the customer from the SAFE Boat's service center, and the customer bears the risk of loss or damage while the equipment or component is in transit back to the SAFE Boat's service center.
- 3) Upon receipt of replacement equipment or component, the customer has thirty (30) days to return the defective equipment or component to SAFE Boats for actual warranty determination. If the customer does not return the defective equipment or component within the prescribed time, the customer shall pay to SAFE Boats the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may at SAFE Boat's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned.
- 4) Equipment or components are covered only for the remainder of the term of the applicable Standard Warranty. All defective equipment or components replaced by SAFE Boats become the property of SAFE Boats. SAFE Boats has no obligation to service, exchange or otherwise replace any equipment or component that has been damaged, modified, abused, misused or over-used as determined by SAFE Boats, or has been used with non-SAFE Boats supplies or products that have caused damage or malfunction. If SAFE elects to perform any such services, then such serviced will be deemed a service call and all labor, parts and materials used for the service call will be charged at SAFE Boat's prevailing rates.



### WARRANTY EXCLUSIONS

To the full extent permitted by law, SAFE Boats does not warrant or guarantee, and is not responsible for:

- 1) Defects, failures, damages or performance limitations caused in whole or in part by (a) Use of non-SAFE Boats parts in warranty repair, (b) welding on or of the hull or superstructure, (c) any alteration in the collar system, (d) any work performed on a fuel tank, (e) permanently attaching any structure to the deck, hull, and/or superstructure other than original equipment parts, (f) creating holes, welding or cutting into/on the deck, superstructure, or collar system. Any of these actions will void the Warranty of the altered system.
- 2) Items built to the customer's specifications that are later found not to meet the customer's needs or expectations.
- 3) Effects and failures due to accident or collision, use of unsuitable parts or add-on items, use of unauthorized parts, shipping damage, neglect, negligence, normal wear and tear, or damage due to combat or warfare. Builder's sole obligation under this Warranty shall be to repair any defective material or workmanship covered by this Warranty.
- 4) Not covered by Warranty Technician repair travel, international shipping, return shipping, removal and reinstallation of components, moorage fees, dock fees, launch or recovery, crane services or hoisting.

## **DISCLAIMER OF WARRANTY**

In no event will SAFE Boats be liable for any special, incidental, punitive or consequential damages whatsoever. The limitations set forth here will apply even if the remedies of error correction, repair or replacement, re-performance of services and refund of payments completely fail of their essential purpose. Notwithstanding anything herein to the contrary, the limit of SAFE Boats liability (whether in contract, tort, negligence, strict liability, by statue or otherwise) to the customer or to any third party concerning the SAFE Boats vessel or subsystems, and warranted hereunder, SAFE Boats performance or nonperformance, or in any manner related to this standard warranty policy statement, for any and all claims will not in the aggregate exceed the actual amounts received by SAFE Boats for the specific product with respect to which such claim is made.

