## 2

### ATTWOOD LIMITED WARRANTY

4. Digital Bilge Switch (Part Numbers 4801, 4802):



3 years

Attwood Corporation, 1016 North Monroe, Lowell, Michigan 49331 ("Attwood") warrants to the first retail purchaser of its products that Attwood will replace or repair the product, at its sole discretion, if any defects in material or workmanship are reported within the applicable warranty periods set out below from the date of the first retail purchase, subject to the remedies, exclusions, and limitations in this Limited Warranty. This limited warranty is effective for all Attwood products purchased after May 1, 2009.

1. Boat Covers and Tops: \*Attwood will apply the below percentages of the original purchase price of the boat cover as a discount off of the cost of a replacement boat cover for each of the prorated warranty periods set out below.

a. Silver Coat, Road Ready™ ,Snug Harbor Silver Series, and Custom Boat Covers: 3 years Prorated					
	From Purchase Date	Discount*	From Purchase Date	Discount*	
	1st Full Year	100%	3rd Full Year	33%	
	2nd Full Year	67%			
	b. Road Max <sup>™</sup> Boat Covers:				4 years Prorated
	From Purchase Date	Discount*	From Purchase Date	Discount*	
	1st Full Year	100%	3rd Full Year	50%	
	2nd Full Year	75%	4th Full Year	25%	
	c. Snug Harbor Titanium		™ 600 Boat Covers		5 years Prorated
	-	Discount*	From Purchase Date	Discount*	•
	1st Full Year	100%	4th Full Year	40%	
	2nd Full Year	80%	5th Full Year	20%	
	3rd Full Year	60%			
	d. Boaters Best™ Boat Covers:				6 years Prorated
	From Purchase Date	Discount*	From Purchase Date	Discount*	•
	1st Full Year	100%	4th Full Year	49%	
	2nd Full Year	83%	5th Full Year	32%	
	3rd Full Year	66%	6th Full Year	15%	
	e. Boaters Best™ Ultimate Boat Covers:				8 years Prorated
	From Purchase Date	Discount*	From Purchase Date	Discount*	
	1st Full Year	100%	5th Full Year	50%	
	2nd Full Year	88%	6th Full Year	37%	
	3rd Full Year	75%	7th Full Year	25%	
	4th Full Year	63%	8th Full Year	12%	
2.	Pumps:				
	a. Heavy Duty Bilge Pun (Part Numbers 4030,	3 years			
	<b>b.</b> Heavy Duty Bilge Pumps Installed on Commercial Boats (commercial use is defined as any work or employment related use of the product even if only occasionally used				·
	for such purposes) (Part Number 4030,4040,4060,4070):				1 year
	c. Sahara Series Automatic Bilge Pumps (Part Numbers 4505, 4507, 4508, 4511):				3 years
d. Tsunami Series Cartridge Bilge and Aerator Pumps (Part Numbers 4606, 4608,					
4609, 4612, 4613, 4620, 4622, 4623, 4624, 4625, 4640, 4650, 4651, 4660, 4661, 4670, 4672):				3 years	
3. Automatic Float Switch (Part Numbers 4201, 4202):					3 years
4 DI I: I DI					

### ATTWOOD LIMITED WARRANTY



#### 5. Bilge Blowers:

a. Water-Resistant Turbo Bilge Blowers (Part Numbers 1733, 1743, 1745, 1749 and 1751): 3 years

b. Standard (Non Water-Resistant) Turbo Bilge Blowers (Part Numbers 1731, 1741 and 1747) except when used in applications which allow contact with liquids (Exception No. 2):

11. Marine Carbon Canister: (Part Numbers 99510, 99515, 99520, 99530, and 99540):

9. Attwood Rod Holders: (Part Numbers 5009 and 5009W):

13. Attwood Cast Stainless Steel Hardware:

1 year

3 years

5 years

Life of the Boat

6. LED Lights: 10 years

7. Pro-Series I and II Rod Holders: (Part Numbers 5002, 5003, 5004, and 5010): 5 years

8. Pro-Series Bi-Axis Rod Holder Mounts: (Part Numbers 5011 and 5012): 3 years

10. Attwood Fuel Products: 2 years

10. Attwood Fuel Products: 2 years

12. ZAMAK Hardware, or Perma-Plate Parts: 2 years

14. All other Attwood and Swivl-Eze Brand Products: 1 year

Other Limitations: EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY ATTWOOD ON THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. ATTWOOD FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

TO THE EXTENT REQUIRED BY LAW ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW NEITHER ATTWOOD, NOR THE SELLING DISTRIBUTOR SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE PRODUCT OR THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR INCIDENTAL AND CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

RETAIL CUSTOMERS IN THE EUROPEAN ECONOMIC AREA (EEA) MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF RETAIL GOODS WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. THE RETAIL CUSTOMER'S LEGAL RIGHTS UNDER ANY APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF RETAIL GOODS SHALL NOT BE AFFECTED. You can receive information relating to privacy and to this limited warranty in Europe on www.attwoodmarine.com and by contacting Attwood at the address listed on next page.

# 4 ATTWOOD LIMITED WARRANTY

(Continued from previous page)

**Sole Remedy:** In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the product as of the date of the owner's claim. THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST ATTWOOD FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE.

Acceptance of any product returned or any refund provided by Attwood shall not be deemed an admission that the product is defective. Products that are replaced become Attwood's property. The terms and conditions contained in this limited warranty may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the express, written authority of a management level employee of Attwood.

**Exclusions:** This Limited Warranty does not apply to the following items:

- Any Attwood products used in other applications than on pleasure boats, including but not limited to non-marine use or use on boats which are utilized for racing or commercial purposes, with the exception of the Heavy Duty Bilge Pumps installed on commercial boats (see 1b, above) (Part Numbers 4030,4040,4060,4070).
- 2. Any non water-resistant Turbo Bilge Blowers (Part Numbers 1731, and 1741) used in applications which allow direct contact with water or other liquids.
- 3. Due to wind velocity encountered when boats are trailered, only Snug Harbor™ Silver Series, Snug Harbor™ Titanium Series, Silver Coat, Road Ready™, Road Max™, Road Max™ 600, Boaters Best™, Boaters Best™ Ultimate, and Custom boat covers, when properly tied down, are warranted as suitable for use in connection with towing on a trailer. No warranty is extended on any other boat covers when used in connection with a trailered boat.
- 4. Damage to the boat cover or to any other property or any injury resulting from the failure to properly tie down a boat cover before towing is not covered.
- 5. Ancillary equipment used or associated with Attwood products, including but not limited to, batteries, fuses, electric light bulbs, lamps, or sealed beam units.
- 6. Any product damaged by accident, acts of nature, improper installation, unreasonable or improper use, lack of proper maintenance, unauthorized repairs or modifications, abuse, normal wear or tear, or other causes not arising from defects in materials or workmanship.
- 7. Any expenses involved in the removal, reinstallation, or transportation of the product.
- 8. Any product damaged by the failure of the owner to use, maintain, or store the product as specified in any instructions.
- 9. Any boat cover torn or ripped because of forcing the fabric over sharp edges or corners, failing to protect the fabric from sharp objects, or allowing water, snow or ice to pool or puddle on the product.
- 10. Any boat cover fabric discoloration, or failure due to chemical exposure such as bird droppings, tree sap, gas, and oil or mildew due to water, snow or ice, dirt, leaves, pine needles resting on the product or the product stored while damp.
- 11. Any defect or repair requiring redesign of the Attwood product, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction.

**Owner's Obligations**: It is the responsibility of the purchaser to return the product to Attwood at the address below, postage pre-paid, and insured with proof of original purchase including date.

Attwood Corporation 1016 North Monroe Lowell, Michigan 49331 Phone: 616-897-2290 Internet Address: www.attwoodmarine.com