



Afina

ELEVATING BOATING TO AN ART FORM



LIMITED WARRANTY

Afina, manufactured by FLOE International, provides the following Limited Warranty to the original retail owner. Boat must be purchased from an authorized Afina dealer and used non-commercially and under normal use. The selling dealer and or FLOE International will repair or replace any defects in material or workmanship in the Afina boat that are reported within the stated warranty periods subject to the remedies, exclusions and limitations set out below.

No warranty work is to be performed until it is established to Afina's satisfaction that there is a defect in material or workmanship.

Once a determination has been made, Afina authorized warranty work will be performed at FLOE International's sole direction by either the selling dealership, authorized service center or by a Afina factory service tech. No warranty work chargeable to FLOE International shall be performed until written authorization is received from Afina to perform such work.

10-Year Structural Hull/Deck Limited Warranty: Defects in materials or workmanship to the structural hull which is reported within ten (10) years from the date of sale to the original purchaser will be repaired or replaced at Afina's sole discretion. The term "hull" is defined as the fiberglass molded shell and integral fiberglass structural components. The "Deck" shall mean the molded shell and integral fiberglass structural components above the hull flange (i.e. gunwale). A Structural Hull defect shall mean a substantial defect in the Boat's Hull which causes the boat to be unsafe or unfit for its intended use under normal operating conditions.

Gel Coat Warranty: FLOE International will repair any gel coat surface of the Hull that has laminate blisters resulting from a defect in material or workmanship and is reported within one (1) year of the date of the delivery to the original retail owners. This warranty applies to original factory gel coat surfaces and excludes warranty coverage for surfaces that have been altered in any way such as accident repair, application of a coating other than marine bottom paint, or improper surface preparation for paint.

Limited Pro-rated Laminate Warranty: Afina shall provide full or partial payment for repairs to laminate blisters covered hereunder based upon customary and reasonable charges with the method of repair of hull surface at or below the water line, subject to Afina's prior approval, based upon the following schedule:

YEARS FROM DATE OF DELIVERY	0 - 2	3	4	5
Afina PAYS	100%	75%	50%	25%
CONSUMER PAYS	0%	25%	50%	75%

Other limited warranty: Afina will repair or replace, at its sole discretion, any components manufactured or installed by Afina that are defective in factory materials or workmanship and are reported within one (1) year of original date of delivery to the original retail owner and are not included in the warranties listed above or assigned warranty below.

Assigned warranty: All warranties provided by the manufacturers and distributors of components, equipment, and parts on the boat (collectively "Component Manufacturers") are hereby assigned to the owner, to the extent permitted by the Component Manufacturers, as the owner's sole and exclusive remedy with respect to such items. The limited warranty also does not apply to the following items: 1) engines, stern drives, generators, controls, propellers, batteries, or other equipment or accessories which were not installed by FLOE International or which carry their own individual warranties; 2) damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading or oxidation of gel coat, fabrics, vinyl, plastics, plated or painted metal and stainless steel finishes; 3) window damage or breakage; 4) rainwater leakage, including rainwater leakage through convertible tops; 5) damage, shrinkage, or deterioration of carpet or upholstery; 6) any Afina boat initially sold by a party other than an authorized Afina dealer; 7) any Afina boat which has been used for racing or military purposes, or overpowered according to the maximum horsepower specifications recommended by FLOE International; 8) any Afina boat which has been altered or modified from Afina factory specifications; 9) any Afina boat used for Commercial Purposes (Commercial Purposes, as used herein, means a vessel with more than 50% usage for business or revenue-producing purposes); 10) any failure or defect caused by an accident; product abuse or misuse; failure of the owner to use, maintain or store the boat as specified in the Afina owner's manual; and any other failure to provide reasonable care and maintenance; 11) any transportation, haul out, or other expenses incurred in returning the boat to the selling dealer or to the Afina factory for warranty service; 12) any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics; and 13) any failure or defect caused by an act of nature resulting in damage, cost or expense; 14) any failure or defect arising from a previous repair made by a non-authorized service provider, unless said repair was pre-approved by FLOE International 15) any item exceeding the expressed coverage limits specified in any Afina limited warranty; and 16) any modifications to a Afina boat based on design or manufacturing changes, or standard options, accessories or warranties added, improved, or revised from previous Afina boats. FLOE International reserves the right to change or improve the design or manufacturer of Afina boats without any obligation to modify previous boats. This Warranty does not apply to any boat which has been salvaged or declared a total loss or constructive total loss for any reason not covered in this limited warranty.

SOLE REMEDY: THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST Afina FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In no event shall any repair or replacement under this limited warranty exceed fair market value of the owner's boat as of the date of the owner's claim. The terms and conditions contained herein may not be modified, waived or altered by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a management level employee of FLOE International.

OTHER LIMITATIONS: Except as set forth herein or on any other written express limited warranties by FLOE International, there are no other warranties either express or implied provided by FLOE International on this boat. All other warranties, express or implied, including implied warranties of fitness and merchantability, are expressly excluded. FLOE International 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 of merchantability is limited for the duration of the respective express limited warranties stated herein. To the extent allowed by law neither FLOE International nor the selling dealer shall have any responsibility for loss of use of the boat, loss of time, inconvenience, commercial loss or 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 Union (EU) may have legal rights under applicable national legislation regarding the sale of consumer goods which are not affected by this warranty. The retail customer's legal rights under any applicable national legislation regarding the sale of consumer goods is not affected.

OWNERS OBLIGATION: The original owner or any subsequent owner who has been approved for a warranty transfer should first notify the dealer from whom the boat was purchased of any claim under this warranty within the applicable warranty period and within a reasonable period of time (not to exceed thirty (30) days) after the defect is or should have been discovered. Based on the dealer's knowledge of the Afina warranty policy and/or consultations with FLOE International the dealer will accept the claim and arrange for appropriate repairs to be performed, or deny the claim if it is not within the warranty. The dealer will contact the owner regarding instructions for delivery of boat or part for warranty repair if it is covered by the limited warranty. All costs to transport the boat for repairs are the responsibility of the owner. FLOE International will not be responsible to repair any condition or replace any part (1) if the use of the boat is continued after the defect is or should have been discovered, and (2) if such continued use causes other or additional damage to the boat or component parts of the boat.

REGISTRATION & TRANSFERABILITY: The owners must submit the product registration card within 10 days of delivery of the boat to activate warranty coverage. This Express Limited Warranty extends only to the first retail owner. The unexpired term of this limited warranty may be transferred to a subsequent owner upon the new owner's request, except this limited warranty will not transfer to any subsequent owner of a boat which has been salvaged or resold after declaration of a total loss or a constructive total loss, i.e. the cost of repair exceeds the value of the boat. The new owner can submit this request with a \$100 fee to FLOE International, 49473 State Hwy 65, McGregor, MN 55760. FLOE International reserves the right to reject any warranty transfer request for a boat that has been damaged, neglected or otherwise previously excluded from warranty.