

ROBALO BOATS LLC LIMITED WARRANTY

2020 Model Year

ORIGINAL OWNER LIFETIME LIMITED STRUCTURAL HULL PROVISION (Transferrable)

Subject to the conditions, exclusions and limitations set forth below, Robalo warrants to only the *First Retail Purchaser*¹ of a new Robalo boat, at Robalo's option, either Robalo or its authorized dealer will repair the fiberglass hull² manufactured by Robalo if it is found to be Structurally Defective³ in material or workmanship for as long as the first retail purchaser owns the boat. Robalo's obligation to repair a hull shall be limited to the fair market value⁴ of the owner's boat at the time of the loss. The boat owner is responsible for costs associated with freight to and from point of repair. For first subsequent owners⁵, upon Robalo's receipt and approval of a warranty transfer form, Robalo warrants the same items, but limits the coverage to a period ending (5) years after the date of delivery⁶ to the *first* retail purchaser. See your Owner's Manual for a copy of the warranty transfer form and details about cost and documentation requirements.

TRANSFERABLE ONE-YEAR LIMITED COMPONENTS PROVISION (Transferrable)

Subject to the conditions, exclusions and limitations herein Robalo warrants to the *first retail purchaser and first* subsequent purchaser who has registered the transfer with Robalo in the manner provided above for a period of one year from the date of delivery to the *First Retail Purchaser*, that each new fiberglass boat manufactured by Robalo is free from defects in material and workmanship. For first subsequent owners, upon Robalo's receipt and approval of a warranty transfer form, Robalo warrants the same items, but limits the coverage to a period ending (1) year after the date of delivery to the *first* retail purchaser. See your Owner's Manual for a copy of the warranty transfer form and details about cost and documentation requirements.

REPAIR OR REPLACEMENT OF DEFECTIVE PARTS SHALL BE AT ROBALO'S SOLE DISCRETION AND THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. ROBALO SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY NATURE. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE RIGHTS AND REMEDIES OF THIS WARRANTY ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO INCLUDE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. ROBALO 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. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN THE EVENT THAT IMPLIED WARRANTIES ARE FOUND TO EXIST UNDER THE LAW OF A PARTICULAR STATE, NOTWITHSTANDING THE EXCLUSION CONTAINED HEREIN, THE DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY STATED HEREIN.

¹ First Retail Purchaser is defined as a consumer(s) who purchase a new Robalo boat, retail, from an authorized Robalo dealer.

² The hull is defined as the single molded fiberglass shell that rests in the water below the hull flange and its structural components consisting of the stringers and the transom.

³ Structurally Defective is defined as the presence of a defect in material or workmanship that causes the referenced component to be unsafe or unfit for use under normal operating conditions.

⁴ Fair Market Value is defined by www.nadaguides.com "Average Retail" as of the date of the Owner's claim.

⁵ First subsequent owner is defined as consumer(s) who acquires a used Robalo boat from the First Retail Purchaser, or an authorized Robalo dealer, as evidenced by a Bill of Sale and an Ownership Transfer Record.

⁶ Date of Delivery is defined as the date that the new boat was actually delivered to the first retail purchaser.

EXTERIOR GEL COAT PROVISION (Non-transferrable)

Subject to the conditions, exclusions and limitations discussed below, Robalo warrants to the *First Retail Purchaser* of a new boat that for a period of one (1) year from the date of delivery, Robalo will repair cracks, crazing or other cosmetic blemishes in the exterior gel coat finish of the hull and the deck resulting from defective materials or workmanship according to the following prorated schedule:

- Less than six months from date of delivery-100%
- Six months to one year from date of delivery -50%

This warranty expressly excludes fading of gel coat at or below the waterline.

EXCLUSIONS

THE LIMITED WARRANTIES SET FORTH ABOVE DO NOT COVER:

- 1) Rental boats, Club boats, Charter boats, or any Commercial Use Boats are not covered under the standard Robalo warranty, but are afforded a limited coverage warranty as described in a separate warranty published in the Robalo Dealer Manual;
- 2) Any boat that has been subject to any type of repossession;
- 3) Any boat not purchased by a first retail purchaser, or a subsequent purchaser, as defined herein;
- 4) Any failure or defect resulting from normal wear and tear, climatic conditions, use under other than normal conditions or the lack of proper maintenance;
- 5) Any boat which has been powered or loaded in excess of the manufacturer's maximum horsepower and/or capacity recommendations;
- 6) Any boat used or once used for racing, law enforcement, or military purposes;
- 7) Any boat that has been subject to misuse, negligence, an accident, or structural modifications;
- 8) Plexiglas windscreen breakage, windshield breakage, windshield leakage;
- 9) Fuel gauges and fuel gauge systems, or fuel tanks;
- 10) Except as covered by One-Year Prorated Limited Exterior Gel Coat Warranty and the Five-Year Prorated Limited Hull Blister Warranty, defects in paint or gel coat finishes including blisters below the waterline, cracking, crazing, or minor discoloration;
- 11) Damage, rot, mildew or other damage to upholstery, canvas, vinyl, plywood, carpet and other materials and components within the interior as a result of water damage including, without limitation, condensation or precipitation;
- 12) Installation of engines, arches, swim platforms, or other parts or accessories installed by anyone other than Robalo;
- 13) Any boat that has been used after the discovery of a defect is or should have been discovered and such continued use causes additional or other damage to the boat; and except as described in the Limitations to Coverage above, any boat that has been used by the dealer for demonstration purposes;

- 14) Any defect or repair requiring redesign of the Boat, except pursuant to the recall provision of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction;
- 15) Any Robalo boat acquired by a retail sales outlet from any sources other than the Robalo Factory;
- 16) Damage, shrinkage, wear and tear, or deterioration of upholstery, carpet, graphics, and exterior canvas tops, enclosures, and weather covers (including rainwater leakage);
- 17) Rainwater leakage including rainwater leakage through canvas tops and enclosures;
- 18) Engines, outdrives, controls, batteries, propellers, air conditioners, generators, refrigerators, electronics and other accessories, components or other equipment which have been manufactured or purchased from other manufacturers, whether subject to a separate warranty or not, by such other manufacturers;
- 19) Estimates that relate to speed, fuel consumption, weight or statements made by any person other than Robalo boats; and
- 20) Electrolysis, galvanic corrosion, crevice corrosion or any other deterioration of underwater components.

CONDITIONS TO COVERAGE

In addition to any other conditions to coverage contained herein, the responsibility of Robalo Boats under each of the foregoing limited warranty provision is also subject to the following conditions:

- (1) The owner must first notify the dealer from whom the boat was purchased of any claim under this warranty within the applicable warranty period and within thirty (30) days after the defect is or should have been discovered.
- (2) All costs of any nature for delivering any boat to a Robalo dealer, the Robalo factory, or any other point of repair authorized by Robalo and the return thereof shall be paid by the boat owner and are not covered under this warranty. Such cost may include, but are not necessarily limited to, transportation, freight, haul-outs, blocking, storage, removal of electronics, winterization, shrink-wrapping, or re-commissioning.
- (3) All repairs, corrections or replacements shall be performed by Robalo or a dealer or repair facility authorized by Robalo at its sole discretion.

STATUTE OF LIMITATIONS

To the extent permitted by applicable State law, any lawsuit with respect to any breach of warranty claim seeking revocation of acceptance or rescission, whether express or implied, must be filed within one (1) year after the cause of action has occurred regardless of the time remaining in the warranty period under the Limited Warranty.

LIMITATION OF COVERAGE FOR DEMONSTRATION MODELS⁷ PURCHASED FROM ROBALO DEALERS

Subsequent retail purchaser(s), who otherwise comply with this Warranty Statement, receive the balances, as they exist at the time of purchase, of the Five-Year Transferable Limited Structural Hull

⁷ Demonstration Model is defined as an untitled / unregistered boat with 20 or more hours usage or a boat that was registered by a Robalo dealer as a Demonstration Model.

Warranty and the One-Year Transferable Limited Warranty, only. The period of such limited warranties shall commence on the date the boat was first used for in-water demonstration purposes by the Dealer. ALL OTHER WARRANTIES ARE EXCLUDED. Warranty Transfer fees are waived for dealer demonstrator boats.

LIMITATION OF REMEDIES

- (1) Robalo's obligation under this warranty is limited to the cost of repair of the warranted item or replacement thereof, at Robalo's sole option, when returned prepaid to Robalo or other point of repair authorized by Robalo.
- (2) Robalo is not liable for loss of use, loss of time, inconvenience, diminished value, economic loss, commercial loss or any consequential, incidental, general and/or special damages.
- (3) Robalo reserves the right to use refurbished, repaired, reconditioned, or remanufactured products or parts in the warranty repair or replacement process. Any such products and parts will be comparable in performance and function to the original part and shall only be warranted for the remainder of the original warranty period.
- (4) Decisions made by Robalo may be done so out of an abundance of customer goodwill. Accordingly, the acceptance of any returned product or part by Robalo shall not constitute an admission that the product or part is defective.
- (5) Any products that are replaced by Robalo become the property of Robalo.

OWNER'S OBLIGATION:

Warranty repairs, unless otherwise authorized by Robalo Boats, should be performed by the selling Robalo dealer. In the event a boat is out of the Owner's possession for more than 15 days for warranty repair, the Owner must notify Robalo. The Owner must also notify Robalo for any claimed defect that is not corrected after one repair attempt. Robalo requires written notice from the Owner of any warranty claim prior to the expiration of the limited warranty. The Owner must allow Robalo an opportunity to repair or replace parts pursuant to the terms of this Limited Warranty.

BY ACCEPTING DELIVERY OF THE BOAT COVERED BY THIS LIMITED WARRANTY, THE BOAT OWNER UNDERSTANDS AND AGREES AS FOLLOWS:

- 1) No dealer or any other person is authorized to make on Robalo's behalf any other warranty other than those expressly set forth herein.
- 2) Robalo reserves the right, without notice, to make changes to or discontinue models and Robalo shall be under no obligation to equip or modify boats built prior to such changes.
- 3) Robalo will discharge its obligations under this warranty as rapidly as possible, but cannot guarantee any specified completion date due to the different nature of claims that may be made and services that may be required.
- 4) Robalo Boats is the registered trademark of Robalo Boats, Inc.
- 5) Owner has inspected the boat, or if not was given an opportunity to do so, and is satisfied with the boat and its component parts.

PLEASE READ THIS STATEMENT OF WARRANTY CAREFULLY. IF YOU HAVE ANY QUESTIONS REGARDING YOUR RIGHTS AND OBLIGATIONS UNDER THIS WARRANTY, PLEASE CONTACT YOUR ROBALO DEALER OR ROBALO'S CUSTOMER SERVICE DEPARTMENT AT (229) 686-7481.