

INTRODUCTION

Subject to the terms and conditions detailed below, Sealegs International Ltd warrants the Sealegs Amphibious Craft to be free from defects in material or workmanship for the defined warranty period, and will, at its option, repair or replace defective parts on return of the craft to the premises of an Authorised Sealegs Reseller.

By using the Sealegs Amphibious Craft, the owner and operator understands and agree to undertake all instructions in the Sealegs Amphibious Boat Owner's Manual, and agrees to all warranty and liability t&c's contained in this warranty.

WARRANTY PERIOD

Sealegs warrants Sealegs branded components from the date of purchase for normal personal recreational use for the period as specified in the agreement.

Normal recreational use is defined as not more than 100 annual return trips with not more than 100 annual outboard hours, not more than 20 annual inboard hours. Greater annual usage than this is not covered by the Sealegs recreational warranty.

ITEMS INCLUDED UNDER THIS WARRANTY

The Sealegs Amphibious Craft covered under the warranty includes the following:

- Sealegs hull and associated hull components
- Sealegs hydraulic system and associated components, including inboard motor
- Inflatable tubes (if applicable)

Other non-Sealegs branded peripheral components are covered under their separate manufacturer's warranty. These include (but are not limited to):

- Outboard engine and associated branded peripherals
- Electronic peripherals, including VHF, navigational and entertainment units

This warranty is limited to repair, or at Sealegs option, replacement of parts suffering from any of the defects described above during the warranty period. The judgment of Sealegs is final concerning the extent of items covered under warranty.

WARRANTY EXCLUSIONS

The following are not warranted under any circumstances:

- Replacement of parts due to normal wear and tear
- Routine maintenance parts and services, including but not limited to, maintenance requirements, oil and lubrication, replacement of fuses or bulbs, linkage adjustments, filters and spark plugs, tyres, and other consumables
- Damage caused by not following procedures and recommendations in the Sealegs Owner's Manual
- Degradation of surface paint or coating from the effect of oxidation, dissimilar metals or as a result of damage from impact, abrasion or chemical spillage.
- Operating the craft beyond the certified conditions as detailed in the Sealegs Owner's Manual. Sealegs boats are certified to operate Category C Inshore conditions, in winds up to force 6 (Beaufort scale) and the associated wave heights (sufficient wave heights up to and including 2m/6ft). Such conditions may be encountered in exposed inland waters, in estuaries and in moderate weather conditions
- Damage caused by improper or lack of maintenance, winterization or storage
- Damage caused by abuse, impact, accident, misuse, abnormal use or strain, neglect, racing, improper operation or operation not in accordance with the recommended procedures described in the Sealegs Owner's Manual;
- Damage or cosmetic changes due to exposure to the atmospheric or environmental conditions, including mould or marine organisms, or outside galvanic activity.
- Damage resulting from tears, punctures, abrasions, abuse, external damage, accident, submersion, water ingestion or contamination, fire, theft, vandalism or any act of God;

Additionally:

- The owner of the craft is expected to ensure the craft is properly operated and maintained as detailed in the Sealegs Owner's Manual, and to take all reasonable precautions to avoid or minimise loss, damage or liability. Sealegs may require proof of maintenance before authorizing warranty support.
- The owner and user of the craft are responsible for determining its suitability for any and all selected uses and assumes all risks in connection therewith when used, including the safety of persons and property, and only operating the craft under normal safe conditions. The owner acknowledges that the craft is to be stored completely under cover when not in operational use, and normal winterisation practices of the region must be undertaken.
- Sealegs may deem warranty to be void due to improper repairs/maintenance, removal/modification, or use of parts or accessories not supplied by Sealegs, which in Sealegs reasonable opinion affects the serviceability or reliability of the craft or caused a specific failure.
- Sealegs does not assume responsibility for losses/damage from shipping in connection with repairs or warranty work.
- Sealegs reserves the right to enhance, modify or change product or specifications from time to time, without any obligation to alter previously manufactured craft

OBTAINING WARRANTY COVER

The owner must notify Sealegs or an Authorised Sealegs Reseller within 7 days of the appearance of a defect. In order to have any defect corrected, the owner of the boat must first contact via email, mail or fax written notification to either:

*The authorised reseller from which the craft was purchased, or;
Sealegs International Ltd.
P.O. Box 303-221 North Harbour, Auckland
Phone: +64 9 414 5542 Fax: +64 9 414 5546 Email: service@sealegs.com*

Either Sealegs International Ltd or an Authorised Sealegs Reseller will then advise the owner what to do. When requested, the owner must return the Sealegs craft, including any defective part therein, to the nearest Authorised Sealegs Reseller promptly, and within the warranty period. The expenses of transporting the craft to and from Authorised Sealegs Reseller for warranty service are to be borne by the owner. The owner must provide the Authorised Sealegs Reseller with reasonable opportunity to repair the defect.

Once the warranty claim has been accepted by Sealegs, the repair or replacement of parts will be done without charge for parts and labour, at the recommended Authorised Sealegs Reseller's premises.

Sealegs responsibility is limited to making the required repairs or replacements of parts with new or Sealegs re-manufactured or reconditioned parts. All parts replaced under this warranty become the property of Sealegs.

In the event that warranty service is required outside of the region from where the craft was purchased, the owner is responsible for any additional charges in obtaining the warranty service due to but not limited to, freight, insurance, taxes, fees, import duties, and any and all other financial charges required to interact with the nearest Authorised Sealegs Reseller.

LIMITATIONS OF LIABILITY

Sealegs obligations and liability are limited to, at its sole discretion, repairing or replacing parts of the Amphibious Craft found to be defective in material or workmanship, in the judgment of Sealegs. In all cases Sealegs judgement will be final.

The warranty described in this document shall be in lieu of any other warranty, express or implied including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The parties agree that the owner's sole exclusive remedy against Sealegs shall be repair or replacement as provided herein, and the owner agrees that no other



WARRANTY T&C's

remedy shall be available, including any claims for incidental, consequential, direct, indirect or other damages of any kind, including but not limited to, expense for transporting product to and from Service Centre, freight, travel expenses (including alternate loan product), boat retrieval (including water charges, slip or dock fees, trailer or towing, storage), telecommunication charges, rental or hire charges of any kind, lost profits or sales, or any other incidental or consequential losses that may be incurred.

Sealegs is not responsible or liable for personal injury in connection with the use of this product.

SOME REGIONS OR JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER EXCLUSIONS IDENTIFIED IN THIS DOCUMENT. AS A RESULT THEY MAY NOT APPLY TO YOU. THIS EXPRESS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM REGION TO REGION.

No other person or entity is authorized to make representation or warranty regarding Sealegs products other than detailed in this document, and if made, shall not be enforceable against Sealegs.