LEGACY INNOVATIONS LLC

Marine Products Warranty Policy

Instructions to Dealer

Please complete the following steps prior to sale finalization.

- 1. Review the terms and conditions of this warranty policy prior to signing the purchase agreement.
- 2. Review any safety features, specific functions, operation, and maintenance instruction as general knowledge or specifically defined in the owner's manual for the vessel prior to delivery to the purchaser.
- 3. Obtain the purchaser's signature below acknowledging review and receipt of the complimentary Limited Warranty, accepting or declining to purchase Extended Warranty, and accepting all information in the owner's packet.
- 4. Submit a copy of purchaser signed warranty policy to Legacy Innovations LLC for vessel registration.

1. What is included in Legacy's Limited Warranty?

Legacy Innovations LLC ("Manufacturer") warranties against manufacturing defects in material and workmanship in all high-density polyethylene (HDPE) marine products originally fabricated and installed by Manufacturer, to the original purchaser, for a period of up to five (5) years from the date of original purchase. The obligation of Manufacturer under this warranty shall be strictly limited to the repair or replacement of any part determined to be defective by Manufacturer. HDPE products covered under limited warranty include the following:

- a) Hull bottom and sides;
- b) Transom and equipment mounting surfaces;
- c) Gunnels and deck surfaces;
- d) Bow cleats, gunnel cleats and tie offs;
- e) Seat boxes, rod lockers and cabinets;
- f) Center consoles and wheelhouse structures;
- g) Access lids and hatches

This Limited Warranty may be transferred one time to a second owner for the remainder of the original warranty period by contacting Manufacturer within fifteen (15) days of ownership transfer and completing the necessary limited warranty transfer form.

2. What is not included in Manufacturer's Limited Warranty?

This Limited Warranty is applicable only to HDPE originally fabricated and installed by Manufacturer. Manufacturer reserves the right to determine whether part installation, fabrication and workmanship was completed by Manufacturer. Manufacturer is not responsible for out of service downtime, loss of income, haul out, launch, trailering, transport, or any other consequential damages of any nature incurred by purchaser. The following are items that are not fabricated and installed by Manufacturer and therefore are not covered by the Limited Warranty:

- a) Engines, trailers, controls, batteries, and propellers. Determinate on specific outboard and trailer brands, equipment is often registered through manufacturer for original equipment warranty. Contact your dealer for specific warranty requests on these items.
- b) A product that has been subject to alterations, improper use, tampering, improper trailering, or any other activities not defined as "good" practice as determined by Manufacturer its dealers.
- c) A product that has been overpowered beyond maximum horsepower rating as defined in the owner's manual, manufacturer's certificate of origin or capacity plate.
- d) Any representation of the speed or weight of the product.
- e) Any representation of storage to be "dry", hatch seals, windshield seals, cabin seals, etc.
- f) A product that has been altered or repair without the authorization of Manufacturer. Manufacturer reserves the right to modify, update, or improve any of its product designs with no obligation to apply changes to previously manufactured products.

3. What is included in Manufacturer's Extended Warranty Policy?

Manufacturer offers an extended warranty policy for additional purchase at the time of first purchaser ownership. The Extended Warranty Policy is applicable to Manufacturer installed accessories, parts, and equipment included in the rigging and finalization of a vessel against defects in functionality for a period of up to three (3) years from the date of original purchase. Parts and equipment covered under the extended warranty policy include, but are not limited to:

- a) Steering system components;
- b) Lighting package switches, bulbs, wiring & connections;
- c) Bilge system switch, hoses, pump;
- d) Fuel System tank(s), sending unit, gauges;
- e) Console/wheelhouse windshield & grab rails

The extended warranty policy is non transferrable to second owners. Manufacturer reserves the right to determine whether accessory parts and equipment were factory installed.

4. Requesting Warranty Service

To request warranty service under this Limited Warranty or Extended Warranty Policy, contact your local authorized dealer to schedule a delivery/inspection date of your vessel and obtain a warranty service request form. Describe in detail all perceived defects to be submitted with the warranty service request form. Schedule of warranty service and delivery dates will be determined based on priority and schedule of the authorized dealer.

Legacy Innovations' goal is to resolve any warranty concerns as efficiently and fairly as possible. Please contact us at *legacyhdpe.com* for all other concerns not previously mentioned above.

5. Disclaimers and Limitations

Except for the limited warranty expressly set forth herein, Manufacturer makes no warranties and expressly disclaims all other warranties, oral or written, whether express or implied, statutory or otherwise, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, and all warranties arising from course of performance, course of dealing, or usage in trade.

6. Governing Law

This Warranty and any dispute arising hereunder shall be governed by the laws of the State of Wyoming without regard to its conflict of law rules. Exclusive jurisdiction and venue to hear any disputes regarding this warranty shall be with the Sixth Judicial District in and for Campbell County, Wyoming.