



## Limited Warranty Agreement

The warranty coverage contained in this Limited Warranty Agreement (consisting of a Limited Life Plus Warranty and Limited One Year Warranty) are offered by Tigé Boats Inc. to original retail purchaser of a new Tigé boat manufactured and distributed by Tigé Boats Inc., 6803 US Hwy 83 N., Abilene, Texas 79601 ("Tigé") or sold by an authorized Tigé dealer.

### GENERAL PROVISIONS

The warranty period contained in this Limited Warranty Agreement begins on the date the new Tigé boat is delivered to the original retail purchaser or put into use, whichever is earlier.

This Limited Warranty Agreement is given in place and instead of any and all express or implied warranties, and may not be modified in whole or in part by anyone other than Tigé. There are no expressed or implied warranties on any products manufactured or sold by Tigé except as set forth in this Limited Warranty Agreement. Tigé shall not be liable for incidental or consequential damages resulting from breach of this Limited Warranty Agreement or any implied warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Except as excluded or limited in this Limited Warranty Agreement, Tigé warrants to the original retail purchaser only (non transferable) that the new Tigé boat is free from defects in material and workmanship under normal use and when operated and maintained according to the instructions set forth as follows and in the owner's/service manuals for a period of one (1) year from the date the Tigé boat is delivered to the original retail purchaser or put into use, whichever is earlier on all covered components other than the deck and hull.

This Limited Warranty Agreement is in lieu of any other express warranties and noncontractual liabilities including product liabilities. This Limited Warranty Agreement limits the duration of any implied warranty of merchantability or implied warranty of fitness for a particular purpose. Some States do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. This Limited Warranty Agreement gives you specific legal rights, and you may also have other rights, which vary from state to state.

This Limited Warranty Agreement shall not apply to the Tigé boat or any part thereof which has been subject to accident, negligence, alteration, abuse, or misuse, and Tigé makes no warranty whatsoever with respect to any accessories or parts not supplied by Tigé. The dealer is not the agent for Tigé Boats Inc. Tigé does not authorize the dealer or any other person to assume for Tigé any liability or expense incurred in the repairing of Tigé's products other than those expressly authorized in this Limited Warranty Agreement. The dealer may not extend or in anyway change or amend the terms of this Limited Warranty Agreement.

### LIMITED LIFE PLUS WARRANTY

Laminated construction of the hull of the new Tigé boat is warranted to the original retail purchaser for as long as the Tigé boat is owned by original retail purchaser (see exclusions contained herein), if the signed Pre-Delivery Inspection / Owner's Registration Form is completed and submitted to Tigé at time of delivery. This Limited Life Plus Warranty entitles the original retail purchaser that if the original retail purchaser's Tigé boat should ever have a structural failure in the flooring or stringer construction and proven to the satisfaction of Tigé, the original retail purchaser will receive a new Tigé boat.

For a period of ten (10) years from the date of purchase of the new Tigé boat by the original retail purchaser, the original retail purchaser can transfer this Limited Life Plus Warranty to a documented second owner by completing and filing a Limited Transferability Fiberglass Warranty Form and paying a transfer fee of \$350.00 to Tigé. This transfer will cover the second owner to have any structural failures proven by Tigé to be repaired at no cost to the documented second owner. The documented second owner is not eligible for the new Tigé boat but only authorized repairs. For example: The original retail purchaser sells the Tigé boat after three years ownership; the second owner can purchase the Limited Life Plus Warranty (as limited above) for remaining seven years and receive coverage for authorized repairs only. A Limited Transferability Fiberglass Warranty Form must be requested from Tigé, and be completed and filed with Tigé within 20 days of title transfer. (continued on Reverse)

Tigé Boats, Inc. • 6803 HWY 83 North • Abilene, TX 79601 • 325-676-7777 • 325-677-1136 • www.tige.com

### LIMITED ONE YEAR WARRANTY

For a period of one (1) year from the date the new Tigé boat is delivered to the original retail purchaser or put into use, whichever is earlier ("warranty period"), Tigé will repair or replace, at its sole option, any part, including labor covered under this Limited Warranty Agreement which is returned by the original retail purchaser during the warranty period to Tigé or to any other Tigé authorized repair facility and upon Tigé's or its authorized agent's examination, discloses to Tigé's satisfaction a defect to the original retail purchaser. In case of such a defect, Tigé will fulfill its obligation to repair or replace the defective item within sixty (60) days or receipt of the defective part by Tigé' or any Tigé authorized repair facility. Replacements will be warranted only for the remainder of the warranty period. Tigé will make the repair or replacement of defective parts under this Limited One Year Warranty without charge to the original retail purchaser for parts or labor. The replacement or repair of the defective part as stated in this Limited One Year Warranty shall be the sole remedy of the original retail purchaser and the sole liability of Tigé under this Limited One Year Warranty and any implied warranties. The original retail purchaser shall be responsible for the transportation of the Tigé boat or parts to and from the authorized Tigé facility or Tigé. This Limited One Year Warranty extends exclusively to the original retail purchaser of a new Tigé boat and subsequent purchasers are not covered by this Limited One Year Warranty.

### EXCLUSIONS

The following are specifically excluded from coverage under this Limited Warranty Agreement:

- Claims made by anyone other than the original retail purchase except where specifically stated.
- Paints, varnishes, gelcoat surfaces and colors, finish distortions, chrome plated or anodized finishes, floor covers and any other surface coatings.
- Speeds, fuel consumption and other performance characteristics because they are estimated and may vary.
- Any damage or repair required because of misuse, negligence, accident, collision or impact with any object, any improper alteration or repair.
- Any boat used for speed, competition, performance demonstration, rental or ski school.
- Any boat used for dealer demonstration that have accumulated more than 40 hours.
- The Limited Life Plus Warranty does not include hardware or other components fastened or adhered to the hull, deck, flooring or stringers.
- Gelcoat damage such as crazing caused by impact, weathering, fading or from improper maintenance.
- Gelcoat blisters caused by adverse water chemistry or leaving the boat in water for prolonged periods of time.
- All components, parts and accessories not manufactured by Tigé, including but not limited to, propellers, shift and throttle control levers and cables, pumps, blowers, windshields, canvas, upholstery, batteries, instrumentation and steering systems. However, where a component or accessory manufacturer warrants any such items, Tigé will, if possible, furnish the warranty document to the original retail purchaser.
- The installation of any equipment by a dealer or any other installer.
- Any Tigé boat, which is (a) used for rental or commercial, military or industrial purposes; (b) used in boat racing, demonstrations or similar events; (c) altered, modified, repaired or replaced so as to increase the cubic inch capacity of horsepower output of the engine and boat as originally manufactured.

Tigé reserves the right to modify its products through changes in design or material without being obligated to incorporate such changes in products of prior manufacture.

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