

# AQUAFARER® INFLATABLE MARINE PRODUCTS

## MANUFACTURER'S LIMITED WARRANTY

This document (the "Limited Warranty") sets forth the sole and exclusive warranty provided by Aquafarer (hereinafter, the "Company" or "Manufacturer") concerning new Aquafarer® branded inflatable marine products (each, a "Product"). This Limited Warranty is extended exclusively to the original end-user purchaser ("Purchaser") who acquires the Product from the Company directly or from a duly authorized Aquafarer dealer or retailer ("Authorized Reseller") and who completes all registration requirements as mandated herein. The effective date of this Limited Warranty is the verifiable date of the original retail purchase. The Purchaser's acceptance of the Product constitutes unconditional acceptance of all terms, conditions, limitations, and exclusions contained within this Limited Warranty.

## ARTICLE I: WARRANTY COVERAGE AND DURATION

Subject to the stringent limitations, exclusions, and conditions precedent detailed herein, the Company warrants exclusively to the Purchaser that the following specifically identified components of a properly registered and maintained Product will be free from qualifying defects in materials or workmanship, as determined in the Company's sole and absolute judgment, for the periods specified below, commencing from the original date of retail purchase:

A. **Primary Tube Fabric Integrity:** The principal Chlorosulfonated Polyethylene (CSM) coated fabric, or such other tube fabric material as designated and utilized by the Company in the manufacture of the Product's main inflatable buoyancy tubes, is warranted for a term of five (5) years against the occurrence of porosity deterioration that demonstrably and substantially compromises the Product's ability to maintain operational inflation and serviceability.

\* **Specific Exclusions for Fabric:** This warranty provision for fabric expressly and unequivocally excludes, without limitation: (i) any and all cosmetic flaws, including but not limited to, discoloration, staining, fading, chalking, or any alteration in appearance; (ii) punctures, cuts, tears, rips, or other physical damage irrespective of cause; (iii) crazing, cracking, abrasion, scuffing, or deterioration from friction or contact; (iv) any degradation attributable to ultraviolet (UV) light exposure, weathering, or atmospheric conditions; (v) damage or deterioration resulting from contact with or exposure to fuels, solvents, acids, alkalis, or any other chemicals or caustic substances; (vi) any condition arising from or exacerbated by negligence, improper use, abuse, accident, or normal wear and tear.

B. **Fiberglass Hull Structural Integrity (if Product is so equipped):** For Products featuring a Company-manufactured fiberglass-reinforced plastic (FRP) hull, the fundamental composite structure of said hull is warranted for a term of five (5) years against structural failure due to defects in materials or workmanship that render the hull unserviceable.

\* **Specific Exclusions for Hull:** This hull warranty provision expressly and unequivocally excludes, without limitation: (i) any aspect of the hull's surface finish, including gelcoat or paint, such as blistering, crazing, cracking, discoloration, or fading; (ii) damage due to impact, stress, improper support or trailering; (iii) any condition arising from or exacerbated by misuse, abuse, neglect, accident, improper operation, or normal wear and tear.

C. **Inflatable Tube Seam Air-Holding Capability:** The seams of the Product's inflatable tubes, where joined by the Company during manufacture, are warranted for a term of **five (5) years** against manufacturing defects that result in substantial air leakage directly through the seam. The Purchaser acknowledges and agrees that periodic

inspection and maintenance of appropriate inflation pressures, in strict accordance with Company guidelines, are prerequisites to this seam warranty coverage.

**D. Inflation Valve Functionality:** The air inflation valves originally installed by the Company on the Product's inflatable tubes are warranted for a term of five (5) years against manufacturing defects in materials or workmanship that prevent the valve from holding air as designed.

\* Specific Exclusions for Valves: This valve warranty provision expressly and unequivocally excludes, without limitation: (i) normal wear and tear; (ii) damage from foreign debris; (iii) damage caused by or related to improper inflation/deflation techniques, use of non-approved inflation devices, or over-pressurization; (iv) damage from improper storage or lack of routine maintenance (e.g., cleaning).

**E. Factory-Installed Accessories and Auxiliary Fittings:** Components and fittings (excluding electronics or third-party items) manufactured by the Company and originally installed on the Product by the Company at its factory are warranted against defects in material and workmanship for a term of one (1) year.

\* Specific Exclusions for Accessories: This accessory warranty provision expressly and unequivocally excludes, without limitation: (i) any painted, plated, or other finished surfaces; (ii) items subject to ordinary wear, consumption, or periodic replacement (e.g., ropes, handles subject to abrasion); (iii) any equipment, components, or systems manufactured by a third party, even if installed by the Company. Such third-party items are covered, if at all, exclusively by any warranty offered by their respective manufacturer, and the Company expressly disclaims any and all warranty responsibility or liability for such third-party items. The Purchaser's sole recourse for such items lies directly with the third-party manufacturer.

**F. Stipulation for Non-Recreational Usage:** Irrespective of any other provision herein, if the Product is at any time used for commercial, governmental, non-profit, charter, rental, instructional, or any purpose other than private recreational use by the Purchaser, the warranty period for ALL components and aspects of the Product covered under this Limited Warranty shall be strictly curtailed to **one (1) year** from the original date of retail purchase. Use of the Product in any form of racing, speed or endurance competition, or similar high-stress activities shall immediately and irrevocably void this Limited Warranty in its entirety, unless such specific use is expressly pre-approved in writing by an authorized officer of the Company for the aforementioned one-year limited commercial warranty term.

**G. Company's Exclusive Obligation:** The Company's sole and exclusive obligation, and the Purchaser's sole and exclusive remedy, under this Limited Warranty shall be strictly limited to the repair or replacement, at the Company's sole and unfettered option and discretion, of any component determined by the Company to be defective in materials or workmanship and covered hereunder. Such repair or replacement will be performed by the Company or its designated authorized service facility. Any components repaired or replaced under this Limited Warranty shall be warranted only for the unexpired portion of the original warranty period applicable to that specific component. All parts or components replaced under this Limited Warranty shall become the absolute and unconditional property of the Company.

**H. Purchaser's Duty of Cooperation:** The Purchaser must fully and promptly cooperate with the Company and/or its Authorized Reseller or designated service facility in all matters pertaining to the investigation and processing of any warranty claim. Failure to provide such full cooperation, including but not limited to providing access to the Product for inspection, shall, at the Company's option, nullify this Limited Warranty.

**I. Mandatory Maintenance as Condition Precedent:** The Purchaser's strict adherence to all prescribed maintenance, care, and storage procedures, as delineated in the Product's Owner's Manual and any other official Company documentation, is an absolute condition precedent to the applicability and continuation of this Limited Warranty. Failure to perform and document such required maintenance in a proper and timely manner shall, at

the Company's discretion, void this Limited Warranty in whole or in part. Specific, non-exhaustive maintenance requirements include: [Refer to original document's maintenance list, e.g., cleaning, storage conditions, inflation practices, etc., ensuring they are framed as strict obligations].

## **ARTICLE II: ITEMS AND CONDITIONS EXCLUDED FROM LIMITED WARRANTY**

This Limited Warranty is subject to comprehensive exclusions. In addition to exclusions specified elsewhere herein, the following are expressly and unequivocally EXCLUDED from coverage under this Limited Warranty:

- A. Any condition or damage deemed by the Company, in its sole judgment, to be cosmetic in nature, including, but not limited to, minor gelcoat imperfections (if applicable), variations in color or finish, fading, chalking, or crazing of fabric or other surfaces.
- B. Abrasions, tears, punctures, cuts, or impact damage to any part of the Product.
- C. Damage or deterioration resulting from exposure to or contact with fuels, harsh solvents, acids, alkalis, or other deleterious chemicals or substances.
- D. Damage attributable to or arising from shipping, transportation, handling, warehousing, or storage, except for damage occurring prior to the initial retail sale and delivery by an Authorized Reseller, provided such damage is documented and reported to the Company by the Authorized Reseller prior to said sale.
- E. Any damage, failure, or condition resulting from or attributable to:
  - 1. Negligence, carelessness, accident, misuse, abuse, or improper or abnormal operation or use.
  - 2. Participation in or preparation for racing, competitive events, or any high-performance or high-stress activities.
  - 3. Commercial, rental, governmental, instructional, or any non-private recreational application (except as specifically limited in Article I.F).
  - 4. Any alteration, modification, or tampering with the Product or its components that has not been expressly pre-authorized in writing by a duly authorized officer of the Company. This includes, without limitation, the installation of an engine exceeding the Company's maximum specified horsepower (HP) rating for the particular Product model, or any modification affecting the Product's hull, structural integrity, or flotation characteristics; any such unauthorized action shall immediately and irrevocably void this Limited Warranty in its entirety.
  - 5. Any repair, service, or maintenance attempt performed by any person or entity other than the Company or a currently Company-authorized service facility, unless such work was expressly pre-authorized in writing by an officer of the Company.
  - 6. Improper trailering, launching, hauling, or docking procedures.
  - 7. Grounding, collision, fire, theft, vandalism, riot, acts of war, terrorism, explosion, or impact with submerged or floating objects or debris.
  - 8. Failure to perform or inadequate performance of prescribed routine maintenance; improper or inadequate storage.
  - 9. Exposure to extreme weather conditions, natural disasters, Acts of God, or other forces majeure.
  - 10. Use of the Product in any manner that contravenes any applicable federal, state, local, or international laws, regulations, ordinances, or maritime rules.
- F. Damage resulting from towing the Product (unless using Company-specified and approved towing points and procedures, and then only for damage directly attributable to a manufacturing defect in said points).
- G. Damage to inflatable tubes from exposure to or contamination by aggressive or corrosive chemicals.
- H. Parts, components, or equipment installed on or added to the Product by anyone other than the Company during the original manufacturing process.
- I. Damage caused by or related to the installation or use of aftermarket parts, accessories, or equipment not expressly approved in writing by the Company.

J. Any costs, expenses, or charges associated with or ancillary to warranty service, including but not limited to: freight, shipping, delivery, transportation of the Product or parts thereof to or from the Company or its designated service facility; haul-out, launching, crane fees, or storage charges. These are the sole responsibility of the Purchaser.

K. Third-party manufactured equipment or components installed on or supplied with the Product (e.g., engines, controls, propellers, batteries, electronics). Such items are NOT warranted by the Company and are covered, if at all, exclusively by the warranty, if any, provided by their respective manufacturers, to whom all claims must be directed. The Purchaser agrees to look solely to such third-party manufacturers for any and all warranty claims related to such items.

L. Any damage, malfunction, or issue arising from the operation or use of the Product in a manner inconsistent with, or in disregard of, the instructions, warnings, limitations, or recommendations contained in the official Aquafarer Owner's Manual, technical bulletins, or other official documentation provided by the Company for the Product.

M. Damage caused by or related to water ingestion into the engine, fuel system, or other systems of the Product.

N. Paints, varnishes, gelcoat finishes (beyond the specific structural hull warranty, if applicable), anti-fouling coatings, chrome plating, anodized finishes, aluminum finishes, or other surface treatments or coatings; the colorfastness or longevity of any materials, fabrics (except as specifically provided in Article I.A), or finishes; external wood components or trim (if applicable); stainless steel components (except for inherent manufacturing defects in material or workmanship); and canvas or similar textile items. All such items are subject to environmental effects, aging, and use-related degradation (including cracking, discoloration, oxidation, and crazing) and are expressly excluded.

O. Osmosis blistering of any gel-coated surface (if applicable) if the original gelcoat surface has been altered, damaged, repaired, or if coatings other than appropriate marine anti-fouling bottom paint have been applied, or if improper surface preparation or excessive abrasion has occurred.

P. Published or advertised performance characteristics, such as speed, fuel consumption, weight, or draft, as these are estimates or derived from specific test conditions and are subject to variation due to numerous factors.

Q. Electrolysis, stray current corrosion, galvanic corrosion, crevice corrosion, or any deterioration of underwater metallic components or other items requiring repair or replacement due to lack of proper maintenance (e.g., anode replacement), improper bonding, or environmental factors.

R. Engine Overpowering: If an engine is installed on the Product by any party (including the Purchaser, a dealer, or, if at Purchaser's specific request, the Company) that exceeds the maximum horsepower (HP), weight, or other engine specification limits established by the U.S. Coast Guard, any applicable local maritime authority, or by the Company for that specific Product model, then: (i) such engine and its installation are categorically excluded from this Limited Warranty; (ii) this Limited Warranty shall be immediately and irrevocably rendered null and void in its entirety with respect to such overpowered Product and any fault, damage, failure, or liability arising from, related to, or exacerbated by such overpowering or the use of such an engine. The Company's installation of an oversized engine at the Purchaser's explicit request and acknowledgment of risks does not constitute an endorsement or authorization of such overpowering for warranty purposes, and all such risks and consequences are borne solely by the Purchaser.

### **ARTICLE III: WARRANTY ADMINISTRATION: REGISTRATION, TRANSFER, AND CLAIM PROCESS**

**A. Mandatory Warranty Activation and Registration:** This Limited Warranty shall have NO FORCE OR EFFECT unless and until the selling Authorized Reseller accurately and completely registers the retail sale of the Product and this Limited Warranty with the Company, utilizing the Company's then-current designated registration system or portal (e.g., "Aquafarer Owner Connect" or similar), WITHIN FIFTEEN (15) CALENDAR DAYS of the original retail purchase date. IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO ENSURE THE AUTHORIZED RESELLER COMPLETES

THIS REGISTRATION. FAILURE TO MEET THIS MANDATORY REGISTRATION REQUIREMENT WITHIN THE STIPULATED TIMEFRAME SHALL RENDER THIS LIMITED WARRANTY VOID AB INITIO AND UNENFORCEABLE. Failure to register the purchase as required herein also constitutes an irrevocable waiver by the Purchaser of any right to defect notification under the Federal Boat Safety Act of 1971 (or its international equivalents) and independently serves to void this Limited Warranty.

**B. Limited Transferability:** This Limited Warranty may be transferred ONCE ONLY to a subsequent private recreational owner (the "Transferee"), subject to the following strict conditions:

1. The original Purchaser's registration must be validly on file with the Company.
2. The Transferee must acquire the Product either from an Authorized Reseller or directly from the original Purchaser.
3. The transfer must be officially registered with the Company by an Authorized Reseller or the original Purchaser through the Company's designated registration system WITHIN THIRTY (30) CALENDAR DAYS of the date of transfer to the Transferee.
4. The warranty period for any Transferee shall be limited to the unexpired portion of the original warranty term, prorated from the original retail purchase date by the first Purchaser. No transfer shall extend, toll, or reset the original warranty duration.
5. A transfer fee, as determined by the Company, may apply.

**C. Warranty Claim Procedure:**

1. All claims under this Limited Warranty must be initiated by contacting an Authorized Reseller.
2. The Purchaser (or Transferee, if applicable) MUST notify an Authorized Reseller of any purported defect potentially covered by this Limited Warranty WITHIN THIRTY (30) CALENDAR DAYS of the date such defect was discovered or reasonably should have been discovered. Undue delay in reporting a defect may, at the Company's discretion, result in denial of the claim.
3. The Purchaser must promptly furnish all information and documentation requested by the Authorized Reseller or the Company to substantiate the claim. This includes, without limitation: (a) unequivocal proof of original retail purchase (e.g., original bill of sale from an Authorized Reseller detailing Product serial number, purchase date, and price); (b) comprehensive records demonstrating timely performance of all Company-mandated maintenance; (c) clear photographic and/or video evidence of the alleged defect; and (d) a detailed written description of the alleged defect and the operating conditions at the time of its discovery.
4. The Company and/or its designated representative reserves the absolute and unconditional right to inspect the Product and the alleged defect prior to making any determination regarding warranty coverage. The Purchaser must make the Product available for such inspection at a reasonable time and location designated by the Company or its representative, at the Purchaser's sole expense.
5. The Company shall be afforded a commercially reasonable period of time, following its acceptance of a claim as valid and covered, to effectuate any authorized repair or replacement.
6. The Company reserves the absolute right to make changes in the design, materials, construction, or specifications of its Products at any time and without prior notice, and shall have no obligation whatsoever to incorporate any such changes into Products previously manufactured, distributed, or sold.
7. No Authorized Reseller, service facility, agent, or employee of the Company, nor any other person or entity, is authorized to make any representation, warranty, or promise on behalf of the Company that modifies, extends, or is in any way inconsistent with the terms of this Limited Warranty, nor to assume for the Company any other liability or obligation in connection with the Product. Any such purported representation, warranty, or assumption of liability shall be null and void and not binding upon the Company.

**D. Assistance:** For assistance in locating an Authorized Reseller or for inquiries regarding this Limited Warranty (which shall not constitute a waiver or modification of any term herein), Purchaser may contact Aquafarer

Customer Relations at [Insert Aquafarer Email Address] or [Insert Aquafarer Phone Number].

#### **ARTICLE IV: GENERAL PROVISIONS AND LIMITATIONS**

**A. Conditions Invalidating Warranty:** This Limited Warranty shall be rendered immediately null, void, and unenforceable if the Product is determined by the Company, in its sole discretion, to have been subjected to or damaged by: negligence; accident; improper operation, handling, or trailering; inadequate or improper maintenance or storage; use for commercial, rental, or other non-private recreational purposes (except as specifically limited under Article I.F); any abnormal use or application; or damage resulting from circumstances beyond the Company's direct and reasonable control, including but not limited to, puncture, tearing, ripping, abrasion, or conditions constituting ordinary wear and tear.

**B. Entire Agreement (Merger Clause):** THIS LIMITED WARRANTY DOCUMENT CONSTITUTES THE ENTIRE, COMPLETE, FINAL, AND EXCLUSIVE AGREEMENT AND UNDERSTANDING BETWEEN THE COMPANY AND THE PURCHASER (AND ANY TRANSFEREE) CONCERNING THE COMPANY'S WARRANTY OBLIGATIONS AND THE PURCHASER'S (OR TRANSFEREE'S) WARRANTY RIGHTS WITH RESPECT TO THE PRODUCT. THIS LIMITED WARRANTY SUPERSEDES ANY AND ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS, DISCUSSIONS, NEGOTIATIONS, REPRESENTATIONS, WARRANTIES, PROMISES, OR UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS OR DEALINGS BETWEEN THE PARTIES OR THEIR REPRESENTATIVES RELATING TO THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, ANY STATEMENTS, CLAIMS, OR REPRESENTATIONS MADE IN ADVERTISING, MARKETING MATERIALS, BROCHURES, OR BY PERSONNEL OF AUTHORIZED RESELLERS.

**C. Non-Modification and Non-Waiver:** No term or condition of this Limited Warranty may be modified, amended, supplemented, or waived except by a written instrument duly executed by a specifically authorized officer of the Company. Any failure by the Company to enforce any term or condition herein, or any course of dealing, shall not be construed as a waiver of such term or condition or of the Company's right to enforce it thereafter.

**D. Governing Law, Jurisdiction, and Venue:** This Limited Warranty, and any and all disputes, claims, or controversies arising out of or relating in any way to this Limited Warranty, the Product, its sale, performance, or use (whether sounding in contract, tort, statute, or otherwise), shall be governed by, construed, and enforced in accordance with the substantive laws of PRC, without regard to its choice of law or conflicts of laws principles that would mandate the application of the laws of any other jurisdiction. The Purchaser irrevocably consents and agrees that the sole and exclusive jurisdiction and venue for any legal action, suit, or proceeding arising hereunder shall be in the state or federal courts located within Laixi, Qingdao, China. The Purchaser expressly waives any and all objections to such jurisdiction and venue, including objections based on forum non convenience. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Limited Warranty or the sale of the Product.

**E. Limitation on Commencement of Action (Statute of Limitations):** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY LEGAL ACTION, SUIT, OR PROCEEDING BY THE PURCHASER AGAINST THE COMPANY ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION ACCRUED, OR IT SHALL BE FOREVER BARRED, REGARDLESS OF ANY LONGER STATUTORY LIMITATION PERIOD OR THE UNEXPIRED PORTION OF ANY WARRANTY TERM PROVIDED HEREIN.

**F. Severability:** If any sentence, paragraph, provision, clause, or part of this Limited Warranty is adjudicated by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable for any reason, such adjudication shall

not affect, invalidate, or impair the remaining sentences, paragraphs, provisions, clauses, or parts of this Limited Warranty, which shall continue in full force and effect and shall be construed as if such invalid, illegal, void, or unenforceable portion had not been contained herein. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision that achieves to the greatest extent possible the economic, legal, and commercial objectives of the invalid or unenforceable provision.

#### **ARTICLE V: DISCLAIMER OF OTHER WARRANTIES; LIMITATION OF REMEDIES AND LIABILITY**

**A. EXCLUSIVE WARRANTY:** THE LIMITED WARRANTY SET FORTH IN THIS DOCUMENT IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY THE COMPANY WITH RESPECT TO THE PRODUCT AND ANY OF ITS COMPONENTS.

**B. DISCLAIMER OF ALL OTHER WARRANTIES (EXPRESS OR IMPLIED):** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY AND CATEGORICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY AGAINST LATENT DEFECTS.

**C. LIMITATION OF DURATION OF NON-DISCLAIMABLE IMPLIED WARRANTIES:** IF APPLICABLE LAW PROHIBITS THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THEN ANY SUCH IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE HEREBY EXPRESSLY LIMITED IN THEIR DURATION TO THE SHORTEST PERIOD PERMITTED BY SUCH APPLICABLE LAW, OR IF NO SUCH SHORTER PERIOD IS MANDATED, THEN TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY PERIODS FOR THE SPECIFIC COMPONENT AS SET FORTH IN ARTICLE I HEREOF.

**D. PURCHASER'S SOLE AND EXCLUSIVE REMEDY:** THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND THE COMPANY'S ENTIRE LIABILITY AND OBLIGATION, UNDER THIS LIMITED WARRANTY, OR UNDER ANY OTHER THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, EQUITY, OR OTHERWISE) WITH RESPECT TO THE PRODUCT, ITS SALE, OR ITS USE, SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENT(S), AT THE COMPANY'S SOLE AND ABSOLUTE OPTION AND DISCRETION, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS REMEDY OF REPAIR OR REPLACEMENT IS INTENDED TO BE AND IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER AND IS IN LIEU OF ALL OTHER REMEDIES, RIGHTS, OR CAUSES OF ACTION THAT THE PURCHASER MIGHT OTHERWISE HAVE AGAINST THE COMPANY.

**E. CATEGORICAL DISCLAIMER AND LIMITATION OF LIABILITY FOR DAMAGES:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE), SHALL THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING, EVEN IF ADVISED OF THE POSSIBILITY THEREOF:

1. ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER.
2. ANY ECONOMIC LOSS, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, LOSS OF TIME, LOSS OF GOODWILL, DAMAGE TO REPUTATION, OR INCONVENIENCE.
3. COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES.



4. CLAIMS OF THIRD PARTIES.

5. ANY EXPENSES INCURRED IN CONNECTION WITH THE PRODUCT, INCLUDING BUT NOT LIMITED TO: RENTAL CHARGES FOR SUBSTITUTE EQUIPMENT; TRAVEL EXPENSES; CAPTAIN'S, CREW MEMBERS', OR OTHER PERSONNEL SALARIES, WAGES, OR FEES; LOSS OF OR DAMAGE TO PERSONAL PROPERTY OR CARGO; DOCKAGE FEES; TOWING CHARGES; HAUL-OUT FEES; LAUNCHING FEES; STORAGE CHARGES; OR THE COST OF TRANSPORTATION OF THE PRODUCT OR ANY PART THEREOF TO OR FROM ANY REPAIR FACILITY.

6. ANY DAMAGES ARISING FROM CLAIMS OF PRODUCT DEFECTS, PRODUCT FAILURE, ALLEGED NEGLIGENCE, DEFECTIVE DESIGN, FAILURE TO WARN OR INSTRUCT, LACK OF SEAWORTHINESS, OR ANY OTHER THEORY OF LIABILITY.

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, REGARDLESS OF THE CAUSE OF ACTION, SHALL IN NO EVENT EXCEED THE ACTUAL PURCHASE PRICE PAID BY THE ORIGINAL PURCHASER TO AN AUTHORIZED RESELLER FOR THE SPECIFIC PRODUCT ALLEGED TO BE DEFECTIVE.

**F. Information from Third Parties:** The Company assumes no liability and shall not be responsible for any injury to persons or damage to property resulting from any information, advice, or assistance provided by any Authorized Reseller or other third party, if such information, advice, or assistance was erroneous, unauthorized, or not approved in advance and in writing by a duly authorized officer of the Company.

**G. Substitution of Parts or Product:** In the event that exact replacement parts or an identical Product model are not reasonably available at the time a valid warranty claim is processed, the Company expressly reserves the right, in its sole discretion, to substitute such unavailable parts or Product with new or refurbished parts or a Product model of reasonably comparable or superior quality, features, and value. The Purchaser expressly agrees to accept any such reasonable substitution in full and complete satisfaction of the Company's obligations under this Limited Warranty with respect to the claim in question.

**H. State-Specific Rights:** THIS LIMITED WARRANTY GRANTS THE PURCHASER SPECIFIC LEGAL RIGHTS. THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, OR COUNTRY TO COUNTRY. SOME STATES OR JURISDICTIONS DO NOT ALLOW (A) LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, OR (B) THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (C) LIMITATIONS ON THE TIME PERIOD WITHIN WHICH AN ACTION MUST BE BROUGHT. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO A PARTICULAR PURCHASER. This Limited Warranty is intended to be interpreted and applied to the fullest extent permissible under applicable law.

Manufacturer Contact Information:

Aquafarer Inflatable Boats

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No.40 Yantai Road, Laixi,

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Website: [www.Aquafarer.com](http://www.Aquafarer.com)

Customer Warranty Inquiries: [warranty@aquafarer.com](mailto:warranty@aquafarer.com)

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