

## **R J. Dougherty Associates LLC, Manufacturer of Everglades® Boats LIMITED WARRANTY**

**LIFETIME HULL STRUCTURAL WARRANTY:** R.J. Dougherty Associates LLC, (hereafter “Everglades”) warrants that after the date of delivery to the original retail purchaser who purchases a 2021 model year Everglades boat from an authorized Everglades dealer (a "Purchaser"), the hull of the vessel shall be free from hull structural defects due to material or workmanship, under normal non-commercial use, subject to the Exclusions listed below and the warranty registration requirements described below, for as long as the original Purchaser owns the Everglades boat. Hull structural defects (“Hull Structural Defects”) are defined as any delamination or separation of the stringers or composite structure of the one-piece fiberglass shell below the hull and deck flange. If the boat is resold to any quantity of subsequent owners, Everglades warrants that for ten (10) years after the date of delivery to the original retail purchaser who purchased an Everglades boat from an authorized Everglades dealer, the hull of the vessel shall be free from Hull Structural Defects due to material or workmanship, under normal non-commercial use, subject to the Exclusions listed below and the warranty registration requirements described below. Any Hull Structural Defect that is reported will be repaired or replaced, at Everglades’ sole discretion.

**3 YEAR COMPONENTS LIMITED WARRANTY:** Everglades warrants that for three (3) years after the date of delivery to the original retail Purchaser who purchases a 2021 model year Everglades boat from an authorized Everglades’ dealer, all components manufactured by Everglades, or manufactured by third parties and installed by Everglades, shall be free from defects due to material or workmanship under normal non-commercial use, subject to the Exclusions listed below. Everglades will repair or replace, at its sole discretion, any of these components that are defective and reported within the three-year warranty period. Any remaining portions of the 3 Year Components Limited Warranty coverage is transferrable to any number of subsequent owners who, in each case, acquire the vessel from an authorized Everglades dealer and will remain in effect for three (3) years after the date of delivery to the original retail purchaser, subject to the Exclusions listed below and the warranty registration requirements described below.

**EXCLUSIONS:** This limited warranty does not cover or extend to any of the following:

- (a) Hull or component failure or defects that are a result of abnormal wear and tear, climatic conditions, commercial use, racing, rental, charter or military use; abuse, misuse, negligence, overloading, modification, vandalism, lack of proper maintenance, accident, collision or striking an object, fire, other casualty loss or damage.**
- (b) Alterations and modifications, without first obtaining the written authorization of Everglades, shall be excluded from coverage as it relates to the alterations/modifications or any condition affected by those alterations/modifications.**
- (c) Engines, propellers, gyros, stabilizing systems, batteries; and components not originally installed by Everglades. Warranties provided to Everglades by component manufacturers will be passed on to purchaser as allowed by the component manufacturer. Your Everglades’ dealer will identify the authorized service dealer for any such components manufacturers upon request.**
- (d) Tears, fading, discoloration, deterioration, damage, or mildewing of curtains, cushions, tops, headliners, cockpit sole covers or other fabric or upholstered components.**
- (e) Blistering, fading, chalking or cracking of any gelcoat, varnish, paint or metallic finish and minor cosmetic defects.**
- (f) Electrolysis, galvanic corrosion, crevice corrosion or any other deterioration of underwater**

components. Any damage or deterioration to any metal surface (above or below the water line), including but not limited to painted metal or stainless steel finishes or zinc anodes.

(g) Statements, advertising or representations that estimate the speed, weight, fuel consumption and other performance characteristics of the vessel.

(i) Components repaired or replaced unless repaired or replaced in accordance with this warranty.

(j) Installation of engines, jack plates, parts or accessories installed or repaired by anyone other than Everglades.

(k) Any boat which has been salvaged, repossessed, or has been declared a total loss for any reason not covered under this limited warranty.

(l) Any claim that is covered by other warranty or insurance coverage.

#### LIMITATIONS

REPAIR OR REPLACEMENT OF DEFECTIVE PARTS SHALL BE AT EVERGLADES' SOLE DISCRETION AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER.

THE SELLING EVERGLADES DEALER IS NOT A CO-WARRANTOR AND IS NOT AUTHORIZED BY EVERGLADES TO AMEND OR MODIFY THIS LIMITED WARRANTY IN ANY MANNER.

ANY ORAL STATEMENT OR PRINTED ADVERTISING REGARDING ANY PERFORMANCE CHARACTERISTIC OF THE VESSEL OR ITS COMPONENTS SHALL BE CONSIDERED AN ESTIMATE ONLY AND SHALL NOT BE RELIED UPON AS AN EXPRESS WARRANTY OR REPRESENTATION OR AS A BASIS OF THE BARGAIN FOR THE VESSEL OR ITS COMPONENTS.

THE RIGHTS AND REMEDIES AVAILABLE UNDER THIS LIMITED WARRANTY ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. NO BREACH OF WARRANTY SHALL BE CAUSE FOR CANCELLATION OR RESCISSION OF PURCHASER'S CONTRACT OF SALE WITH AN AUTHORIZED EVERGLADES DEALER. EVERGLADES 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.

PURCHASER'S REMEDIES SHALL BE LIMITED AS STATED HEREIN AND EVERGLADES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM DEFECTS.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO A PARTICULAR PURCHASER. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**PRE-DELIVERY INSPECTION:** Purchaser has inspected the vessel at delivery, or in the alternative has been given an opportunity to inspect and declined, and accepts the vessel to purchaser's full satisfaction.

**WARRANTY CLAIM PROCEDURES:** Purchaser shall notify the selling dealer within thirty (30) days of discovering any defect. Purchaser shall comply with any request of Dealer to supply any requested documentation to support the claim. Purchaser agrees to allow Everglades a reasonable opportunity to repair any defects following notice by Purchaser.

Everglades will make the necessary repairs under the terms of this warranty, free of charge at the factory, at an authorized dealer or an acceptable repair facility at Everglades' discretion. Transportation to and from the repair location and all other incidental expenses are to be arranged and paid for by the Purchaser. In no event shall the vessel be returned to the Everglades facilities without the prior written consent of Everglades.

In the event that Everglades determines that the boat must be replaced, the replacement is only for the boat as originally supplied by Everglades Boats, not inclusive of engines and electronics. If the determination by Everglades to replace the boat is more than two (2) years after the first retail purchase, a credit to be applied against the Dealer Net Price of a replacement boat (which must be a product manufactured by Everglades) will be prorated based upon the original dealer net selling price of the boat only, not inclusive of engines and electronics, and the number of years the boat was in service. Transfer of all accessories including engines and electronics will be at the owner's expense.

**POLICY TERRITORY:** United States and Canada

**MISCELLANEOUS:** Everglades reserves the right to modify its vessels through changes in design / material without incurring any responsibility to vessel owners of similar or the same model manufactured at an earlier date. This warranty contains the entire agreement of the Purchaser and Everglades. No prior representations, negotiations, or conversations shall supersede the contents of this warranty. Everglades reserves the right to utilize reconditioned, refurbished or repaired products or parts in the warranty repair or replacement process.

**LIMITATIONS ON CLAIMS; APPLICABLE LAW AND VENUE FOR DISPUTE RESOLUTION:** Any dispute or claim arising under this limited warranty or pertaining to the vessel must be submitted to binding arbitration in accordance with the Florida Arbitration Code, Chapter 44 Florida Statutes, and the Rules of the American Arbitration Association then in effect for commercial disputes. Claims not brought within one (1) year from the occurrence of the facts giving rise to such claim, regardless of when it becomes known shall be barred. Any arbitration brought by Everglades, any Purchaser or subsequent owner regarding any matter relative to this limited warranty or the vessel shall be brought in the county where Everglades principal office is then located. The laws of the State of Florida shall apply.

**WARRANTY REGISTRATION AND TRANSFERABILITY:** Everglades includes with each new vessel it manufactures a Product Registration Card that must be completed and returned to Everglades within thirty (30) days after delivery of your new Everglades vessel by an authorized Everglades dealer. Federal law requires all boat manufacturers to maintain a record of all first retail purchasers and their current address for the purpose of notification in case of discovery of defective parts or equipment that create a substantial risk of personal injury to the public. **NO WARRANTY CLAIM WILL BE CONSIDERED, APPROVED OR PAID UNLESS THE PRODUCT REGISTRATION CARD IS COMPLETED AND RETURNED TO EVERGLADES AT THE ADDRESS**

**NOTED BELOW WITHIN THIRTY (30) DAYS AFTER DELIVERY OF YOUR NEW EVERGLADES VESSEL. IN ADDITION, FAILURE TO RETURN THE PRODUCT REGISTRATION CARD TO EVERGLADES CONSTITUTES A WAIVER OF YOUR RIGHT TO RECEIVE NOTIFICATION OF DEFECT AND/OR REPAIR AT EVERGLADES EXPENSE IN THE FUTURE.**

Unexpired portions of Everglades' warranties (both the Lifetime Hull Structural Warranty and 3 Year Components Limited Warranty) on used vessels, may be transferred if: (i) the original purchaser has properly registered the boat so that there is no gap in Everglades' records; (ii) with respect to the remaining portion of the 3 Year Components Limited Warranty, the used vessel was purchased from an authorized dealer; (iii) the boat was never (a) used for military, rental, charter or commercial purposes; or (b) repossessed, stolen, or declared a total loss; and (iv) the purchaser (a) completes a warranty transfer card; (b) pays the then applicable warranty transfer fee; and (c) mails the warranty transfer card to Everglades within thirty (30) days of such purchase. Everglades reserves the right to reject any warranty transfer that has not been inspected by an authorized dealer or for a boat that has been damaged, neglected or otherwise excluded.

**NOTICES:** All notices herein shall be delivered by U.S. Mail; postage prepaid, to the purchaser at the address contained in Everglades' database and to Everglades at: R.J. Dougherty Associates LLC, 544 South Air Park Road, Edgewater, FL 32132.

**PRODUCT REGISTRATION CARD**

Hull I.D # \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Purchaser's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Selling Dealer: \_\_\_\_\_

Purchase Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

California Residents Only: Failure to complete and return this card does not diminish any consumer warranty rights.

PURCHASER'S SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASER ACKNOWLEDGES RECEIPT OF THIS LIMITED WARRANTY AT THE TIME OF SALE, THAT HE OR SHE HAS READ THIS LIMITED WARRANTY IN ITS ENTIRETY AND UNDERSTANDS AND ACCEPTS ITS TERMS AND CONDITIONS.**