

# **FLOW MARINE’S, LLC** **LIMITED WARRANTY**

## **Contents**

1.	Introduction to the FLOW MARINE’S Limited Warranty .....	1
2.	Limited Warranty Statement & Limitations .....	2
3.	Two (2) Year Limited Warranty .....	3
4.	Procedures for FLOW MARINE’S Limited Warranty .....	3
4.1	Warranty Repair .....	3
4.2	Warranty Replacement .....	4
5.	IMPORTANT LIMITED WARRANTY CONDITIONS AND EXCLUSIONS .....	4
6.	Choice of Law, Forum Selection and Attorney’s Fee .....	6

## 1. INTRODUCTION TO FLOW MARINE'S LIMITED WARRANTY

FLOW MARINE SYSTEMS, LLC, Limited Warranty is effective for qualifying products purchased on or after November 1, 2017. FLOW MARINE SYSTEMS, LLC and its affiliates ("FLOW MARINE") warrants FLOW MARINE products ("Products") purchased directly from FLOW MARINE, from an approved FLOW MARINE dealer, or installed on a new vessel by an authorized boat builder, **to be free from defects in material and workmanship for two (2) year** ("Limited Warranty Period"); from

- (a) The date the Products were installed by FLOW MARINE or an authorized dealer; or
- (b) In the case of Products installed on a new vessel by an authorized boat builder, the date the vessel was first delivered (the "Purchase Date") to the first retail customer (the "Original Customer").

**Your Proof of Purchase documentation is important. Please keep it in a safe place. If you need a warranty service, your proof of purchase will be required.**

## 2. LIMITED WARRANTY STATEMENT & LIMITATIONS

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

IN NO EVENT SHALL FLOW MARINE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THIS PRODUCT. Some states do not allow the exclusion on incidental or consequential damages, so the above limitation may not apply to customers in those states.

THE EXTENT OF THE COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT PROVIDED BELOW AND, IN NO EVENT, SHALL THE COMPANY'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE PRODUCT.

FLOW MARINE, IN ITS SOLE DISCRETION, RETAINS THE RIGHT TO REPAIR OR REPLACE THE PRODUCT, WHICH, IN THE ABSENCE OF ANY APPLICABLE LAW TO THE CONTRARY, SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

PRODUCT REPAIRED OR REPLACED UNDER WARRANTY WILL BE WARRANTED ONLY FOR THE REMAINING BALANCE OF THE APPLICABLE ORIGINAL FLOW MARINE LIMITED WARRANTY PERIOD, STANDARD LIMITED WARRANTY PERIOD OR EXTENDED LIMITED WARRANTY PERIOD.

### **3. TWO YEAR LIMITED WARRANTY**

Subject to the terms, conditions, limitations and exclusions in this Limited Warranty, all FLOW MARINE Products are warranted to be free from defects in material or workmanship for a period of two (2) years from the date the Product was purchased by the Original Customer (the “Limited Warranty Period”). During the Limited Warranty Period, and for the Original Customer, FLOW MARINE will, at its sole option, repair or replace any components that fail in normal use.

If the Standard Limited Warranty applies to you, FLOW MARINE will not charge you for parts or labor for warranty repairs or replacements. However, the cost of transporting your warranted Product and your vessel to FLOW MARINE or a certified dealer for repair or replacement is your responsibility and is not covered by FLOW MARINE.

This two (2) Year Standard Limited Warranty applies equally to both new Products and Refurbished FLOW MARINE Products, except that observable cosmetic blemishes not affecting product performance on any Refurbished Product that a customer chooses to purchase are expressly excluded from warranty coverage.

### **4. PROCEDURES FOR FLOW MARINE LIMITED WARRANTY**

During a valid FLOW MARINE Limited Warranty Period FLOW MARINE retains the right to repair or replace a warranty product at its sole discretion. Any Product that is repaired or replaced under warranty will be warranted only for the remaining balance of the applicable original FLOW MARINE Limited Warranty Period. **To be eligible to either the Warranty Repair or Warranty Replacement option, you must provide the following to FLOW MARINE or its certified dealer at the time of making a claim:**

1. Records substantiating proof of purchase including date and place of purchase and Product serial number(s);
2. The logbook of the Vessel which shall include the daily chilled water loop pressure. This logbook should include at least a daily recordation of the Products chilled water loop pressure in pounds per square inch (PSI).

**Failure to provide the above information is grounds for FLOW MARINE to decline warranty coverage.**

#### **4.1 Warranty Repair**

If you need repairs to your Product, the product must first be brought to a FLOW MARINE certified dealer for diagnostic. Removal of the Product and all accessories must be removed by a certified FLOW MARINE dealer. This Limited Warranty will be voided and no parts or labor will be warranted, and no liability shall be held if your Product has been tampered with by any unauthorized individual without prior written approval by FLOW MARINE. This applies to any modification, installation, alternation or other unauthorized work which alters the original workmanship of your Product.

FLOW MARINE is not responsible for products that are lost or damaged during shipment and all shipping, transportation, insurance and duty costs are the customer's sole responsibility. FLOW MARINE strongly recommends that you adequately insure any product that is returned to FLOW MARINE for a warranty service.

#### **4.2 Warranty Replacement**

FLOW MARINE's Warranty Replacement service is only available through a certified FLOW MARINE dealer. Warranty Replacement is not available in all countries and not all products are eligible for Warranty Replacement. Warranty Replacement is at the sole discretion of FLOW MARINE.

During a valid FLOW MARINE Limited Warranty Period, the FLOW MARINE Warranty Replacement service may enable you to receive a Warranty Replacement Product from FLOW MARINE in lieu of repairs. To determine whether Warranty Replacement is available, the product must first be brought to a FLOW MARINE certified dealer for diagnostic. Removal of the Product and all accessories must be removed by a certified FLOW MARINE dealer. This Limited Warranty will be voided and no parts or labor will be warranted, and no liability shall be held if your Product has been tampered with by any unauthorized individual without prior written approval by FLOW MARINE. This applies to any modification, installation, alternation or other unauthorized work which alters the original workmanship of your Product.

FLOW MARINE is not responsible for products that are lost or damaged during shipment and all shipping, transportation, insurance and duty costs are the customer's sole responsibility. FLOW MARINE strongly recommends that you adequately insure any product that is returned to FLOW MARINE for a warranty service.

A Warranty Replacement Product will retain the balance of warranty from the original Product and will be warranted only for the remaining balance of the applicable original FLOW MARINE Limited Warranty Period.

#### **5. IMPORTANT LIMITED WARRANTY CONDITIONS AND EXCLUSIONS**

Any Product that is repaired or replaced under warranty will be warranted only for the remaining balance of the applicable original FLOW MARINE Limited Warranty Period.

IN ADDITION TO ALL OF THE OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS SPECIFIED IN THE FLOW MARINE LIMITED WARRANTY, FLOW MARINE IS NOT RESPONSIBLE FOR, AND THE WARRANTY DOES NOT COVER, ANY AND ALL OF THE FOLLOWING:

- Failures or defects due to accident, abuse, misuse, high pressure washing, shipping damage, alteration, corrosion, incorrect and/or non-authorized repair, improper siting or installation (whether or not by a certified FLOW MARINE dealer), or failure to comply with product user information or guidance;
- Product used for purposes other than marine activity or used outside the marine environment;

- Products where the serial number has been altered, obscured or is missing;
- Failure or damage caused by failure to comply with FLOW MARINE's operating instructions, safe operation manual and/or failure to adhere to instructions of any authorized dealer;
- Failure or damage caused by insufficient chilled water loop pressure;
- Failure or damage when the customer, vessel owner or vessel does not maintain a daily logbook of the vessel's chilled water loop pressure;
- Failure of a Product not sold under the FLOW MARINE brand name (which is supplied with the warranty provided by its manufacturer);
- Routine maintenance and checks, updates, alignment/calibration, sea trials or commissioning unless required by replacement of parts in the area being aligned;
- Repair or replacement of items intended to be consumed or replaced including (without limitation) fuses, batteries, drive belts, radar limiter diodes, magnetrons, snap-in impeller carriers, impellers, impeller bearings and impeller shafts;
- All associated costs, including (without limitation) taxes, travel or transport, Product de-installation or re-installation (including but not limited to transducer de-installation and re-installation costs), launch or docking fees, hauling, shipping or towing fees, communication charges, accommodation or subsistence, customs, or any other associated costs arising from the replacement of a Product, all of which are the Customer's responsibility;
- Overtime or premium labor work outside normal working hours;
- Differences in material, coloring or size that may exist between actual Products and the pictures or descriptions of such Products in product advertising, literature or on the Internet;
- Damage caused to other equipment, systems or components occasioned by improper installation, connection or use of the Product;
- Cosmetic blemishes including scratches and dents on Warranty Replacement Products;
- Product is only warranted if sold to the Original Customer within 5 years from manufacturing;
- FLOW MARINE will refuse any warranty where the Product has been resold, sold via online auctions or acquired dubiously;

## **6. CHOICE OF LAW, FORUM SELECTION AND ATTORNEY'S FEE**

### **6.1 Choice of Law and Mandatory Forum Selection Clause:**

Any claim or dispute, whether in contract, tort, statute or otherwise, (including the interpretation and scope of this clause, and Limited Warranty) between you and FLOW MARINE, LLC which results from, arises out of or in any way relates to the design, manufacture, defect, warranty or repair of an FLOW MARINE Product shall be interpreted and construed exclusively in accordance with the laws of the State of Florida. The venue of any action arising from or related to this Limited Warranty or in connection with the design, manufacture, defect, warranty or repair of an FLOW MARINE Product shall lie exclusively in the United States District Court of Florida, or as to those lawsuits which the United States District Court lacks subject matter jurisdiction, before a court of competent jurisdiction in Broward County, Florida, U.S.A., to the exclusion of the courts of any other country, state, city or county where suit might otherwise be brought.

### **6.2 Attorney's Fees**

If any legal action or other proceeding is brought to enforce this Limited Warranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Limited Warranty conditions or arising out of the design, manufacture, defect, warranty or repair of an FLOW MARINE Product, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees (including paralegal fees), court costs, and all expenses incurred in that action or proceeding, even if not taxable as court costs, including, without limitation, all such fees, costs, and expenses incident to appeals, in addition to any other relief to which such party may be entitled.