

LIMITED WARRANTY AND LIMITATION OF LIABILITY

All products manufactured and marketed under Hurley Marine, Inc., are warranted to be free from defects in material and workmanship under normal and proper use for a period of (1) one year from date of shipment from Hurley Marine, Inc. No claim for breach of warranty will be allowed unless the material of workmanship is found defect within the warranty period, properly documented by buyer and Hurley Marine, Inc. is notified in writing within 10 days from failure. This warranty shall not apply to products that have been disassembled, altered, or utilized in a manner not approved by Hurley Marine, Inc. or subjected to abuse, misuse, improper maintenance, negligence or accident.

CUSTOMER AGREES THAT USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE ACCEPTED BY BUYER IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Buyer's sole remedy in the event of a breach of the foregoing warranties is the repair or replacement of the affected product by Hurley Marine, Inc., upon the return of the product transportation charges prepaid to Hurley Marine, Inc., and after a charge to buyer for the use of the product prior to its return. BUYER AGREES THAT IN NO EVENT WILL HURLEY MARINE, INC'S LIABILITY FOR ALL LOSSES FROM ANY CAUSE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE, EXCEED BUYER'S NET PURCHASE PRICE, NOR WILL HURLEY MARINE, INC, BE LIABLE FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR EXEMPLARY DAMAGES.

The foregoing warranties will continue in effect for so long as the product is serviced and maintained in accordance with Hurley Marine, Inc. instructions and with genuine Hurley Marine, Inc. manufactured replacement parts. These warranties may not be altered or amended except by a written instrument signed by buyer and a duly authorized officer of Hurley Marine, Inc. For warranty or service assistance contact your Hurley Marine, Inc. dealer. Be sure to register your product at: http://www.hurleymarine.com/Product_Reg_Form.html

TERMS OF SALE / SHIPPING

RETURN POLICY: If you are dissatisfied with your purchase, contact us within 30 days from the date of product purchase. Products returned within 30 days of their receipt, unopened in their original packaging and otherwise in new condition will automatically be exchanged or refunded. A minimum fee of 25% of the price of the product will be charged for inspection, repacking and restocking for items not returned in their original condition. Other fees may apply depending upon the condition of the item. Products are not returnable after 30 days.

EXCHANGE / REFUND PROCEDURE:

- All returns must have a Return Authorization number. Contact place of purchase for a Return Authorization number.
- Properly repack the product in the original packaging and place inside a box suitable for shipping with all the original enclosures, parts, and accessories.
- The Return Authorization number must be on the box next to the shipping address.
- Return it with **original receipt** and postage pre-paid (we do not accept C.O.D.), add appropriate insurance.
- Shipping and packing fees are non-refundable.

Non-Returnable items: Inflatable boats, installed/mounted items, damaged goods, clearance/discount items, used and/or display items, electrical goods, and special ordered items are not returnable, unless defective, and then for repair/replacement only. If the product is defective you must call Hurley Marine, Inc. within 10 days of receipt of the product.

DAMAGES GOODS: We thoroughly inspect all items prior to shipment. We suggest that you also thoroughly inspect the item(s) before accepting delivery. If damage is apparent, refuse delivery or if your parcel is left without a signature and damage is found contact the carrier immediately. Do not discard the box or any packaging materials. Most claims must be filed with the carrier within 10 days of receipt of delivery. Although we take special care to ensure the safe arrival of your merchandise, our responsibility for damage ends when the carrier accepts shipment.

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