



LIMITED WARRANTY

1. DISCLAIMER AND LIMITATION OF IMPLIED WARRANTIES

There are no warranties which extend beyond those described herein. This limited warranty is expressly made in lieu of all other expressed or implied warranties. Under no circumstances shall the Ebbtide Holdings LLC DBA TN Composites ("TN Composites") be liable to the original retail purchaser, any subsequent purchaser or any third party, for loss of profits or other direct or indirect costs, losses or consequential damages arising out of or as a result of defects in products herein warranted.

TN COMPOSITES MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND LIMITS STATED IN THIS LIMITED WARRANTY ARE HEREBY DISCLAIMED BY TN COMPOSITES AND EXCLUDED FROM THIS WARRANTY.

This limited warranty contains arbitration and class action waiver provisions and constitutes the final, complete, and exclusive statement of warranty terms, and no other person or entity is authorized to make any other warranties or representations on behalf of TN Composites.

Some jurisdictions do not allow limitations on the duration of an implied warranty. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages. This warranty gives you specific legal rights, and you also may have other rights that may vary depending on your jurisdiction. To the extent that your jurisdiction does not allow any exclusion or limitation expressed herein, such exclusion or limitation will not apply to you. All other allowable limitations or exclusions shall apply to you.

2. LIMITED WARRANTY AND TERM

Subject to the terms and conditions hereof and the conditions, exclusions, and limitations set forth in sections 3 and 4 herein, TN Composites warrants to the original retail purchaser of a TN Composites boat that the following components of each new boat shall be free from material defects in materials and workmanship to the extent set forth below, under normal use and when operated, maintained, and stored in accordance with TN Composites instructions, including as described in the applicable Owner's Manual, for the period indicated:

2.1 **Deck, Hull, Liner and Stringers.** Subject to section 6 herein, from the date of the original retail purchase, the deck, liner, and stringer system is warranted for three (3) years. The limited warranty on the deck, liner, and stringer system does not cover or include any other components fastened or applied to the hull, deck, flooring or stringers on a TN Composites boat.



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2.2 **Hull.** Subject to section 6 herein, from the date of the original retail purchase, the hull is warranted for as long as the original retail purchaser owns the boat. The warranty coverage changes during the relevant years of this time period as follows:

Years	TN Composites Covers	Owners Covers
0-5	100%	0%
6-10	50%	50%
11+	10%	90%

The limited warranty on the hull does not cover or include any other components fastened or applied to the hull, deck, flooring or stringers on a TN Composites boat.

2.3. **Gel Coat.** For two (2) years from the date of the original retail purchase, the gel coat is warranted to be free of stress crazing. This warranty of the gel coat is subject to the condition that the owner has provided maintenance and care as described in the Aquasport Owner's Manual. No warranty is provided, and TN Composites expressly disclaims any applicable warranty, for gel coat cracks and chips or colorfastness of gel coat finish, chrome-plated anodized or aluminum finish or colorfastness of finish. No warranty is provided for scratching, discoloration or fading of the gel coat because of environmental operating conditions and lack of maintenance, care, or proper storage.

2.4 **Other Component Parts (Excluding Engine, Transmission, Zinc Anodes, and Boat Trailer).** TN Composites provides the following warranty for other component parts of your boat. All warranties are from the date of original retail purchase of the boat:

- Instrumentation and options installed by TN Composites are warranted for two (2) years from the date of the original retail purchase.
- Upholstery vinyl material, including stitching, installed by TN Composites is warranted for two (2) years from the date of the original retail purchase.

2.5. **Warranty Period.** All expressed warranties are for the time period set forth in this section, Limited Warranty and Term, unless a longer warranty period is required by applicable law, in which case such longer warranty period will apply.



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3. EXCLUSION OF ENGINE, TRANSMISSION, TRAILER AND COMPONENT PARTS

The engines, transmission, zinc anodes, trailer, and all associated component parts used on TN Composites boats are subject to a separate warranty, if applicable. Your dealer should provide all warranty documentation related to these products, if any. TN Composites provides no independent warranty with regard to the engine, transmission, zinc anodes, trailer or any associated component parts sold with or installed on any TN Composites boat.

4. WARRANTY CONDITIONS, LIMITATIONS AND EXCLUSIONS

The limited warranty set forth in Section 2, including all subsections, does not cover the following:

- Any TN Composites boat that has been used at any time for commercial or racing purposes, as a demonstrator or in a promotional program;
- Ordinary wear and tear to the boat;
- Damage caused by misuse, negligence, accident, collision, impact with any object, or an act of God;
- Damage to covers due to transport;
- Damage caused by shrink-wrapping;
- Damage caused by any improper alteration or modification to the boat or any of its component parts or accessories;
- Damage or malfunction resulting from the installation or use of accessories or engines not installed by TN Composites;
- Damage caused by the use of improper or contaminated fuel or fluids;
- Damage caused by the use of customer applied chemicals or accidental spills;
- Damage caused by the failure to maintain the boat in accordance with the maintenance provisions in the applicable Owner's Manual or improper maintenance or storage of the boat;s
- Damage resulting from the failure to comply with any recall or request for repair;
- Damage resulting from the use of the boat in or for any racing, speed, commercial competition or performance demonstration;

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- Damage resulting from use of the boat for rental, commercial, or industrial purposes;
- Damage to the hardware and other components fastened or adhered to the hull, deck, or liner;
- Damage or malfunction of other manufactured parts including the leaning post, grab rail, pumps, jack plates, and steering;
- Damage caused by fire, theft, freezing, vandalism, explosion, lightning, wind, hail, flooding, or any other natural disaster;
- Damage caused by an electrolytic reaction;
- Damage to any component part and accessory not manufactured by TN Composites, including but not limited to the electrical, plumbing and fuel systems caused by, resulting from or in connection with any party other than TN Composites, or any defect or product failure in the primary systems caused by, resulting from or in connection with any such addition, modification or repair;
- Damage or malfunction resulting from improper use of a trailer, trailer design or improper or inadequate trailering or cradling of the boat;
- Damage to gelcoat finish, including, without limitation, scratching, discoloration, yellowing, fading, crazing, cracking, or osmotic blistering;
- “Pinking” or mildew or mold staining to vinyl upholstery or stains to vinyl from external debris;
- Damage or malfunction resulting from improper loading of the boat;
- Damage to components that become waterlogged;
- Damage caused by improper support of the boat on a hoist system or boat lift;
- Damage to paint, varnish, and gel coat surfaces and colors, chrome-plated or anodized finishes, floor and floor covers and any other surface coating due to in-water storage of over 30 days without proper barrier coat and bottom pain
- Damage caused by the application of anti-fouling paint;
- Damage caused by dealer-installed options or accessories;
- Damage caused by consumer-installed options or accessories;
- Damage caused by corrosion.

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5. LIMITATION OF LIABILITY

5.1. **Liability Limitation.** The TN Composites limited warranty is for the benefit of the boat owner and TN Composites. The limited warranty does not create or evidence any right in any third party. The repair or replacement of a defective component part as provided under this limited warranty is the exclusive remedy of the owner. NOTWITHSTANDING ANY OTHER PROVISION OR TERM, OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR DEFECTIVE PORTION THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TN COMPOSITES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF THE USE OR INABILITY TO USE THE BOAT OR ANY COMPONENT PART THEREOF, OR FOR ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE), EVEN IF TN COMPOSITES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD REASONABLY HAVE BEEN FORESEEN BY TN COMPOSITES.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages. The above limitation or exclusion may not apply to you.

5.2. **Purchase Price Limitation.** TN Composites' entire liability under any provision of this limited warranty shall be limited to the repair or replacement of the boat or component part, or the refund of the purchase price paid by the consumer for the boat component part found to be defective within the applicable warranty period. This constitutes TN Composites' sole liability and obligation in the event of any claim arising out of its performance or non-performance of any provision of this limited warranty. Some jurisdictions do not allow the exclusion or limitation of liability. The above limitation or exclusion may not apply to you.

6. TRANSFER OF LIMITED WARRANTY

If the TN Composites boat is subsequently sold by the original retail purchaser, the remainder of the TN Composites warranty can be transferred subject to the terms and conditions set forth in Section 2. In order to effect a valid transfer of the TN Composites warranty, the subsequent owner must deliver a completed warranty registration transfer card, copy of the original retail purchase sales invoice along with a cheque or money order in the amount of USD \$100, made payable to TN Composites, 2545 Jones Creek Road., White Bluff, TN, 37187. The warranty transfer card and check or money order must be post-marked within the time period specified in Section 6 above in order for the transfer of warranty to be effective.

Only one (1) transfer (from the original retail purchaser to the second owner) may be made. In the event of a sale or transfer of the boat by a second owner to a subsequent purchaser, all coverage under this limited warranty



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shall immediately be terminated and shall become null and void. No transfer of this limited warranty will operate to extend the warranty periods set forth in Section 2. In order to effect the transfer of the limited warranty, the original retail purchaser and the new owner must properly fill out and deliver to TN Composites the warranty transfer card together with the applicable warranty transfer fee payment within thirty (30) days of first sale or other transfer of the TN Composites boat by the original retail purchaser, as set out in Section 11 hereof.

7. WARRANTY CLAIMS

Under the terms of this warranty and to maintain warranty service, the owner must return (within the applicable warranty period) the TN Composites boat or affected component part to an authorized TN Composites dealer service department within 5 days of discovery and make the boat or affected component part available for inspection and repairs at that time.

For questions regarding warranty service, to receive information regarding warranty service, or to receive information on local TN Composites Boat dealers, contact the TN Composites using the contact information below.

TN Composites

Head Office: 2545 Jones Creek Road., White Bluff, TN 37187

615-797-3193

warranty@tncomp.com

TN Composites may request pictures of the deficient component or part subject to the warranty claim.

In accordance with the terms of this limited warranty, any boat or component part adjudged defective by TN Composites due to a defect in materials or workmanship during the valid warranty period will be repaired or replaced at TN Composites' option and sole discretion, without charge to the owner for parts and labor. This condition is subject to the following terms and conditions.

- TN Composites will be obligated only to repair or replace those items that prove defective in TN Composites' sole discretion, upon examination by the TN Composites authorized dealer service department or TN Composites personnel;
- TN Composites warrants its repairs or replacements only for the remainder of the applicable warranty period;
- TN Composites, in its sole discretion, will fulfill its obligation to repair or replace any adjudged defective item at its factory or authorized service department;
- The owner shall be responsible for all costs associated with the transportation of the boat, towing bills, trailer, or component part(s) to the authorized TN Composites service department and for any return transportation.

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8. MODIFICATION OF WARRANTY

No oral or written information, advice or communication of any nature by or from TN Composites or its representatives, employees, dealers, agents, distributors or suppliers shall create a warranty or in any manner increase or modify the scope of this limited warranty in any manner.

9. TERMS OF DISPUTE RESOLUTION

No joint or class actions. Neither you nor TN Composites shall be entitled to join or consolidate claims in arbitration by or against other customers of TN Composites with respect to other accounts, bring mass, class action, or consolidated claims in arbitration or a court of competent jurisdiction, or arbitrate or litigate any claim as a representative or individual of a class or in a private attorney general capacity. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Arbitration: The following informal dispute resolution procedure is available to you if you believe that TN Composites has not performed its obligations under this limited warranty. You must use this informal procedure before pursuing any legal remedy in the courts. TN Composites and you agree to attempt to resolve any disputes amicably. If, after thirty (30) days we are unable to do so, then you and TN Composites each agree that any controversy, dispute, disagreement, or claim arising out of, relating to, or in connection with this limited warranty, or any breach thereof, including any question regarding its existence, validity, or termination, shall be determined by arbitration under the ADRIC Arbitration Rules of the ADR Institute of Canada, and in accordance with the following additional terms:

- The legal seat of arbitration shall be Toronto, Ontario, Canada.
- The party seeking to commence arbitration shall send a notice requesting arbitration to the other.
- The arbitration shall take place before a single arbitrator. Within twenty (20) days of a notice requesting arbitration being issued by either party, the parties shall appoint an arbitrator by agreement. Failing agreement or in default of the twenty (20) day period, the arbitrator shall be appointed by the ADR Institute of Canada pursuant to its ADRIC Arbitration Rules.
- The arbitrator shall have no power to add to, delete from or modify these limited warranty terms.
- Each of us shall have the right to conduct discovery to which we would be entitled had the dispute been resolved in a court in Ontario, Canada.
- The language of the arbitration, including the hearings, documentation and award, shall be English.
- The governing law of the arbitration and this arbitration clause shall be the law of Ontario, Canada.



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- Judgment on the arbitrator's award may be entered in any court having jurisdiction.
- This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from a court in Ontario, Canada.
- The parties shall equally share the fees of the arbitrator and the facility fees, and shall each bear their own legal costs and expenses of the arbitration. Notwithstanding the foregoing, the arbitrator may, as part of the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and reasonable legal costs of the prevailing party.
- The arbitrator shall only have the authority to resolve individual disputes between you and TN Composites. Notwithstanding the foregoing, in addition to TN Composites' rights set forth above, TN Composites may initiate proceedings to pursue any claim to collect amounts due and owing by you directly in any court in Ontario, Canada.

10. CHOICE OF LAW AND FORUM

This limited warranty, and all matters arising out of or relating to this limited warranty, are governed by, and construed in accordance with the laws of the Ontario, Canada and the federal laws of Canada applicable therein.

Any court action or proceeding arising out of or relating to this limited warranty may only be instituted in the courts of Ontario, Canada, and you and irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. You and TN Composites irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. You and TN Composites irrevocably and unconditionally agree not to commence any court action, litigation or proceeding against one another in any way arising from or relating to this limited warranty and all contemplated transactions in any forum other than the courts of Ontario, Canada.

11. WARRANTY REGISTRATION

The first retail purchaser of a TN Composites boat must register the TN Composites boat within thirty (30) days of the original retail purchase date. An authorized TN Composites dealer can assist with the process of registering your TN Composites boat.