



**-FORMULA BOATS LIMITED WARRANTY POLICY-
(Effective beginning with model year 2022 boats)**

Limited Warranty Statement and Terms

Thunderbird Products Corporation ("FORMULA BOATS"), warrants to the original retail purchaser that the following components of each new boat it manufactures shall be free from defects in materials and workmanship to the following extent, under normal use and when operated and maintained in accordance with Formula Boats' recommendations and procedures as described herein and in the Formula Owner's Manual and other relevant owner's information and documentation supplied with each new boat, beginning on the date of delivery to the original retail purchaser for the period indicated below (refer to section labeled "**Warranty Conditions, Limitations and Exclusions**" for details on exceptions):

- One (1) year — Materials and workmanship, including most materials, components and accessories used in the boat's construction.
- Two (2) years — Canvas products manufactured by FORMULA BOATS (e.g., cockpit covers). *
- Two (2) years — Gel coat finish, to include protection against osmotic blistering, air voids, and crazing/cracking. *
- Two (2) years — Painted graphics (not bottom paint) and clear coat finishes. *
- Five (5) years — Cockpit upholstery items manufactured by FORMULA BOATS. *
- Five (5) years — Equipment and accessories NOT manufactured by FORMULA BOATS; *Major* equipment and accessories NOT manufactured by FORMULA BOATS (e.g., engines, outdrives, generators, navigational electronics, etc.) shall be covered by the respective original equipment manufacturers' warranties – periods generally ranging from one (1) to five (5) years – and thereafter by the Formula Limited Warranty for a *combined* total of five (5) years. **
- Ten-years (10) — Hull and deck structure. Structural elements include fiberglass, fiberglass-reinforced stringers, matrix grid systems, bulkheads, and pultrusions. ***

*The limited warranties pertaining to canvas, gel coat, painted graphics and cockpit upholstery shall commence one year from the date of delivery to the original *wholesale* (i.e., dealer) purchaser or from the date of delivery to the original *retail* purchaser, whichever date comes first.

**All propulsion systems and ancillary components have 5 years' warranty coverage administered by either the components' respective manufacturer directly (e.g., IImor and Volvo gas packages, Seakeeper gyros), or via a combination of the manufacturer (e.g., Mercury/MerCruiser and Volvo Penta diesel packages) and a third-party administrator.

***The ten (10) year Warranty on hull and deck structure does not cover or include any other components fastened or applied to the hull or deck, mechanical or otherwise - those components are covered by their own specific warranties as noted above.

DISCLAIMER AND LIMITATION OF IMPLIED WARRANTIES

THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FORMULA BOATS DISCLAIMS, AND THE BOAT OWNER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY, AND ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. The term of any implied warranties that cannot be disclaimed under applicable law, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, shall be limited to the duration of the express warranty periods applicable to the respective components. **EXCEPT AS OTHERWISE NOTED HEREIN, ALL FORMULA PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." CORRECTION OF NONCONFORMITIES, IN THE MANNER AND FOR THE PERIODS OF TIME AS SET FORTH ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF FORMULA BOATS TO THE PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE.** Some states do not allow the exclusion of implied warranties and/or do not allow limitations on the amount of time an implied warranty lasts, so the above limitations may not apply to you. This limited warranty gives you specific legal rights. You may have other legal rights which vary from state to state.

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WARRANTY CONDITIONS, LIMITATIONS AND EXCLUSIONS

Formula Boats are manufactured by trained crafts persons from high quality materials and components. However, conditions outside of Formula Boat's control require specific limitations on, and exclusions from, coverage under this Limited Warranty. **THIS LIMITED WARRANTY CONSTITUTES THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF WARRANTY TERMS, AND NO OTHER PERSON OR ENTITY – INCLUDING THE SALES PERSONNEL AND/OR OTHER EMPLOYEES OF FORMULA DEALERS – IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS ON BEHALF OF FORMULA BOATS. DEALERS' EMPLOYEES' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE PURCHASER, AND ARE NOT PART OF THE CONTRACT OF SALE. THE DEALERS ARE NOT AGENTS OF FORMULA BOATS. FURTHERMORE, THE LIMITED WARRANTY SET FORTH HEREIN DOES NOT APPLY TO THE FOLLOWING, AND FORMULA BOATS MAKES NO WARRANTY WHATSOEVER WHETHER EXPRESS OR IMPLIED, FOR THE FOLLOWING:**

- Damage and/or defects covered by insurance, manufacturer recalls or other warranties/service contracts;
- Damage caused by accident, impact or collision with any object;
- Damages caused by acts of God and/or other insurance perils;
- Incidental, consequential or special damages such as, but not limited to damage or loss of other property or equipment, loss of profit, inconveniences or loss of time or income, cost of purchased or replacement goods, claims of customers of the purchaser, failure to warn and/or instruct, or lack of seaworthiness;
- Unauthorized repairs;
- Dealer and/or customer installed options;
- Misuse, neglect or lack of proper maintenance of the boat, including use of contaminated or unapproved fuel;
- Any aesthetic degradation of colored gel coat, including fading, oxidation (chalking), and discoloration; colored gel coats do not perform as well as white-based gel coats and are generally more susceptible to degradation of the gel's aesthetic properties, especially in below-the-waterline applications.
- Corrosion damage if attributed to improper or inadequate maintenance as recommended by the respective original equipment manufacturer;
- Components that have been altered;
- Failure of any cockpit cover which has been used while trailering the vessel;
- Windshield breakages or damage;
- Cost for haul-out, launch, lift charges, towing, travel time, boat transport, storage costs****;
- Any Formula boat that is modified for operation, in any contest of speed, acceleration, or endurance whatsoever or damage caused by any improper alteration or modification to the boat or any of its component parts or accessories, including damage resulting from alteration, modification, repair or replacement in such a way as to increase the cubic-inch capacity or horsepower output of the engine and boat as originally manufactured;
- Any guarantee whatsoever that a particular boat will achieve a certain level of performance relating to speed, range, fuel consumption or performance characteristics*****;
- Any Formula boat that is used for commercial purposes. A vessel that is used 50% or more of the time for business or revenue-producing purposes may, at Formula's sole discretion, be considered a commercial vessel;
- Repairs occurring outside the United States and Canada, unless specifically noted as an International boat on the original (first owner) factory invoice;
- Standard maintenance items that wear with use and must be periodically replaced or replenished, including but not limited to: batteries; light bulbs; fuses; spark plugs; spark plug wires; fuel filters; air filters; oil filters; engine oil; transmission fluid; engine belts; antifreeze; raw water impellers;

****The "Service Assist Benefit" of one hour of labor up to \$125 (or one and one half hour of labor up to \$187.50, first year only) can be claimed for each instance of the following if associated with a warrantable repair: haul-out/launch, lift, towing, or travel/mobile service; not to exceed a total of \$375 on any one claim.

*****Due to a continuing program of product development and improvement, Formula Boats reserves the right to change Formula specifications, features and prices without notice.

Warranty Repairs & Service / Warranty Claims

During these periods, all warranty repairs shall be made by **authorized personnel only**, preferably at the dealer's store or service center, or – at FORMULA BOATS' option – Formula's manufacturing plant. Warranty repairs may be made at another location, but **only if performed by manufacturer-authorized personnel** and if mutually agreed upon by FORMULA BOATS and the boat owner. All travel and/or transportation charges associated with warranty repairs shall be the sole responsibility of the boat owner, with the exception of the *Service Assist Benefit* and/or those charges specifically approved by FORMULA BOATS.

All repairs under the terms of this warranty are subject to authorization of the factory-trained personnel whose decision shall be final in all events.

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In order to maintain warranty service under this Limited Warranty, the owner must return the defective boat and/or component part to an authorized Formula dealer's service department, or as otherwise specified above, within the applicable warranty period. For questions regarding this Limited Warranty and/or how to obtain warranty service or for assistance in locating the nearest Formula-authorized service facility, please direct inquiries to:

FORMULA BOATS

Attn: Technical Assistance Group (TAG)
2200 W. Monroe St.
Decatur, IN 46733

(260) 724-1412 | phone
(260) 724-1110 | fax
support@formulaboats.com

Subject to the terms of this Limited Warranty, any covered boat or component part with a defect in materials or workmanship if brought to the attention of FORMULA BOATS during the appropriate warranty period will be repaired or replaced, at Formula's sole discretion, without charge to the owner for parts and labor. **This provision is subject to the following terms and conditions:**

- Formula shall be obligated to repair or replace only those items that prove defective, in Formula's sole discretion, upon examination by an authorized dealer's service department or Formula's own personnel, as applicable;
- Formula warrants its repairs or replacements only for the remainder of the applicable warranty period;
- Formula shall fulfill its obligation to repair or replace any defective item utilizing factory-authorized personnel and/or their repair facilities or, at Formula's sole discretion, Formula personnel and/or the Formula manufacturing facility in Decatur, IN;
- The owner shall be responsible for all costs associated with the transportation of the boat, trailer or component part(s) to the factory-authorized/designated service location and for any return transportation, except as otherwise noted herein.

NOTE: The balance of Formula's five (5) year Limited Warranty for Mercury/MerCruiser, and Volvo diesel engine-related components & accessories (the *Formula Premium Engine Limited Warranty*) shall be administered by a third party administrator, Brunswick Product Protection, **following the expiration of the Original Equipment Manufacturers' warranties.** Please direct applicable inquiries to:

Brunswick Product Protection

Attn: Claims Administration – Formula Guard
544 Lakeview Parkway, Suite 100
Vernon Hills, IL 60061

(847) 735-4695 | phone
(866) 404-5832 | fax
admin@boatwarranty.com
claims@boatwarranty.com

Transfer of Limited Warranty

This warranty may be transferred to a second or subsequent owner of the boat provided that the second or subsequent owner notifies Formula Boats in writing within 30 days of the change of ownership while providing reasonable proof of said purchase. A transferred warranty shall be limited in duration to the original periods set forth herein, and the second or subsequent owner shall be required to use, maintain and store the boat in the manner described above. Notwithstanding the foregoing, this Limited Warranty *may* – at the sole discretion of FORMULA BOATS – be voided should the boat in question be repossessed or if ownership of subject boat is otherwise transferred to a secured party prior to the first retail sale.

NO MODIFICATION OF WARRANTY / LIMITS OF LIABILITY

NO ORAL OR WRITTEN INFORMATION, ADVICE OR COMMUNICATION OF ANY NATURE TO OR FROM FORMULA OR ITS REPRESENTATIVES, EMPLOYEES, AUTHORIZED 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 WHATSOEVER.

THE SALES PERSONNEL OR OTHER EMPLOYEES OF THE SELLING FORMULA DEALER ARE NOT AUTHORIZED TO MAKE WARRANTIES CONCERNING FORMULA BOATS. THE DEALER'S EMPLOYEES' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE PURCHASER, AND ARE NOT PART OF THE CONTRACT OF SALE. THE DEALERS ARE NOT AGENTS OF FORMULA BOATS. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH HEREIN.

THE LIABILITY OF FORMULA BOATS SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE ORIGINAL RETAIL PURCHASE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

LITIGATION FORUM/JURISDICTION

ANY LITIGATION RELATED TO THIS LIMITED WARRANTY POLICY OR THE BOAT MUST BE MAINTAINED IN EITHER THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA, FORT WAYNE DIVISION (OR ANY SUCCESSOR JURISDICTION) OR IN A STATE COURT SITTING IN ALLEN COUNTY, INDIANA. YOU HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE APPLICABLE FEDERAL OR STATE COURTS SPECIFIED HEREIN AND IRREVOCABLY WAIVE ANY OBJECTION YOU MAY HAVE BASED UPON IMPROPER VENUE, FORUM NON CONVENIENS, OR OTHER SIMILAR DOCTRINES OR RULES.