

## BRIG USA, LLC LIMITED WARRANTY FLUID WATERCRAFTS

**I. WHAT IS COVERED.** Subject to the limitations below, BRIG U.S.A., LLC (the "MANUFACTURER") warrants from the original date of purchase a properly registered FLUID watercraft (the "PRODUCT") provided it is purchased in an authorized retail sales transaction directly from the Manufacturer or an authorized dealer/retailer. This Warranty runs to the original retail purchaser ("Owner") of the PRODUCT. Manufacturer warrants that it will repair or replace the following items:

**A. *Fabric Warranty:*** The Chlorosulfonated Polyethylene (CSM) coated fabric is warranted for a period of five (5) years against porosity deterioration affecting serviceability. This Limited Warranty coverage EXCLUDES discoloration, puncture, fading, dulling, crazing, tearing, ripping, cracking, abrasion, chaffing, damage or deterioration due to UV exposure, damage or deterioration due to exposure to fuel, harsh solvents or other chemicals, negligence, misuse, accident and ordinary wear and tear. **B. *Fiberglass hull Warranty:*** The composite of fiberglass hulls is warranted for five (5) years against structural defects in materials and workmanship. This warranty EXCLUDES the surface finish such as blistering and discoloration, or any damage due to misuse, abuse, improper operation, negligence, and ordinary wear and tear. **C. *Seams Warranty:*** The air holding seams of the inflatable tube are warranted for five (5) years against separation and subsequent seam leaks. The Owner is expected to check and properly maintain the correct inflation pressure before using the PRODUCT. **D. *Valves Warranty:*** The inflation valves and tube seams are warranted for five (5) years against defects in materials and workmanship. This warranty EXCLUDES ordinary wear and tear, negligence, and damage by improper inflation techniques, improper storage or maintenance. **E. *Accessories/ auxiliary fittings Warranty:*** Components manufactured and installed by the Manufacturer to the PRODUCT at the factory are warranted from defects in material and workmanship for one (1) year. This warranty EXCLUDES any painted or finished surface. Third party manufacturer equipment installed on the PRODUCT will be covered by a separate third-party manufacturer's warranty and Manufacturer does not warrant third party manufacture red equipment, which is excluded from this Limited Warranty. Notwithstanding the foregoing stated time periods, the warranty period for all items warranted under this Limited Warranty for PRODUCTS used for commercial, non-profit and/or governmental use will be one (1) year only. Repaired or replaced items shall be warranted as provided herein for the remainder of the applicable warranty period. Defective parts or components that are replaced will thereafter become the Manufacturer's property. The Owner must fully cooperate with the Manufacturer and/or an authorized dealer/ retailer to allow repair or replacement as provided above, failing which cooperation this Limited Warranty is null and void. The Manufacturer's obligation is solely and exclusively limited to repairing or replacing, at its option, any covered items found to be defective at a facility designated by the Manufacturer. The foregoing is the Owner's SOLE and EXCLUSIVE REMEDY. Routine maintenance must be performed properly and timely in order to maintain warranty coverage and not have it voided, included, but not limited, to the following: (x) *hull and seats:* no part of the hull or seats can be waxed, painted or cleaned with solvents; only a mild detergent and tap water should be used; (y) do not store or handle the boat in extremely cold temperatures; bright colors may fade when exposed to sunlight for prolonged periods; (z) the boat should be stored in a safe, clean, dry and covered area when not in use; and (aa) *inflatable tube:* for long term, or winter storage, you should rinse the boat's tubes with a mild detergent and tap water; do not store the boat in direct sunlight or in contact with sharp or abrasive objects; if you store the boat with the tube inflated, you must release some air pressure so the tube is not inflated to its maximum capacity.

**2. WHAT ITEMS ARE NOT COVERED & EXCLUDED FROM THE LIMITED WARRANTY.** In addition to exclusions that have been mentioned above or elsewhere in this Limited Warranty, the following items are excluded by this Limited Warranty: A. Any minor damage, including, but not limited to, gelcoat grazing or blistering, normal discoloration or fading, dulling or crazing of the fabric. B. Any abrasions, tears, or punctures; C. Any damage or deterioration due to exposure to fuel, harsh solvents, or other chemicals; D. Any damage due to shipping, warehousing or storage; E. Any damage to the PRODUCT due to negligence, accident, misuse, abuse, improper operation, racing competition, commercial use, unauthorized alteration (unless authorized in writing), unauthorized modification (unless authorized in writing) (including, but not limited to, installing engines larger than the Max HP, as determined by the Manufacturer, or modifying the hull or structural integrity of the PRODUCT,

both of which will immediately void the remainder of the Limited Warranty), unauthorized repair (unless authorized in writing) improper or careless operation, improper tailoring, grounding, collision, fire, theft, vandalism, riot, explosion, or objects striking the PRODUCT, improper maintenance or lack of maintenance, improper storage, hurricane conditions or other extreme forces of nature, military or paramilitary operations, racing, or use in violation of Federal, State, or other governmental laws, regulations, or rules. F. Any damage resulting from towing the PRODUCT, or any damage resulting from lifting. G. Tubes exposed to harsh or corrosive chemicals. E. Parts or equipment installed or manufactured by anyone other than Manufacturer. H. Any damage caused by installing aftermarket parts. I. PRODUCT purchased for racing or other competitive events; as well as charter, non-profit, rental, commercial or governmental use, which will void the remainder of the Limited Warranty. J. Any work performed at an unauthorized service station or without the Manufacturer's prior written approval, will void the remainder of the Limited Warranty. K. Freight, delivery, storage or other similar charges. L. Third party manufacturer equipment installed on the PRODUCT (such as the engine and electronics) carry their own individual and separate warranties provided by their respective manufacturers. In such cases, the Owner must direct any warranty claims regarding those parts directly and exclusively to those manufactures. K. Whenever a PRODUCT is used in a manner contrary to the instructions indicated in the PRODUCT Owner's Manual, if any. L. Damage caused by water ingestion. M. Paints, varnishes; gel coats; anti-fouling products; chrome plated, anodized, aluminum, or other plated finishes; the color fastness of materials or finishes; external wood paneling, siding, and trimming; stainless steel, fabrics (except as provided in paragraph 1a above) and canvass — all of which are subject to the effects of different climates and use (including cracking, discoloration, and crazing); osmosis blistering if the original gel surface has been altered in any way — including repair, application of any coating other than marine anti-fouling bottom paint, improper surface preparation for paint, or excessive sanding or sandblasting. N. Any published or announced catalog speeds; fuel consumption; weight; draft and performance characteristics; since these are estimated or obtained from test runs. O. Electrolysis, galvanic or crevice corrosion, or any deterioration of underwater items or items requiring repairs or replacement as a result of lack of maintenance or improper use.

**3. EFFECTIVE DATES AND CONDITIONS.** This Limited Warranty becomes effective on the date of sale of the PRODUCT to Owner, unless otherwise determined by Manufacturer. This Limited Warranty is not transferrable to another owner. All warranty claims must be made through an authorized FLUID dealer/retailer NO LATER than the thirtieth (30th) day from the date of discovery of the defect. All notices must include the Owner's name, address, email, phone number, the hull number, the nature of the defect, the date it was discovered, the date of purchase, and the name and address of the party from whom the PRODUCT was purchased. Photographs illustrating damage, if any, must accompany the claim. The Owner must thereafter provide all information necessary to allow the Manufacturer and/or the authorized dealer/retailer to verify compliance with these requirements. An authorized Manufacturer's representative may make an inspection after receipt of the claim. The following charges will not be covered by Manufacturer, are excluded from this Limited Warranty, and are to be paid solely by Owner: (a) Freight and transport charges, where applicable, incurred in shipping a PRODUCT to be repaired or replaced; and (b) haul-out, launching, or storage charges. The Manufacturer shall have a reasonable time to make any repair or replacement. The Manufacturer reserves the right to make changes in the design and materials of PRODUCTS without incurring any obligation to incorporate such changes in units already completed or in hands of dealers or consumers. The Manufacturer does not authorize its dealers, repair stations or any other person to assume for it any other liability in connection with the sale of PRODUCTS. The Federal Safety Act of 1971 provides for defect notification to the first purchaser. Failure to register your purchase with the Manufacturer constitutes waiver of the right to defect notification and voids the Limited Warranty. DEMAND THAT THE DEALER/RETAILER COMPLETES YOUR REGISTRATION BY SENDING THE REQUIRED DOCUMENTATION TO THE MANUFACTURER. If you are unable to locate an authorized PRODUCT dealer/retailer, please contact: BRIG U.S.A, LLC at office@siroccomarine.com.

**4. MISCELLANEOUS.** This Limited Warranty shall not apply if the PRODUCT is subject to negligence, accident, improper operation or trailering, improper maintenance or storage, commercial or abnormal use or application, or

to damage by circumstances beyond Manufacturer's control, including, but not limited to, puncture, tearing, ripping, abrasion, ordinary wear and tear. This Limited Warranty is the complete and exclusive agreement between the parties concerning the Manufacturer's warranty obligations and the Owner's warranty rights, superseding all prior or contemporaneous agreements, understandings, representations or warranties, oral or written, and all other communications between the parties relating to the subject matter hereof including, without limitation, marketing materials. No modification to or waiver under this Limited Warranty will be valid unless in writing and signed by a duly authorized Manufacturer's officer. To the extent permitted by law, jurisdiction and venue will be solely and exclusively in Broward County, Florida, and Florida law, excluding its principles of conflicts of laws, will apply. Unless prohibited by applicable state law, legal claims relating to any alleged problem with this PRODUCT will be barred unless suit is commenced within one (1) year from the date the cause of action accrues, regardless of the time remaining in the applicable warranty period. The invalidity or unenforceability of any one or more provisions herein will not affect the validity or enforceability of the other provisions.

5. **DISCLAIMERS.** EXCEPT FOR THE REPAIR OR REPLACEMENT BY THE MANUFACTURER OF ITEMS COVERED BY THIS LIMITED WARRANTY, THE MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED, ALL OF WHICH ARE LIMITED IN DURATION TO THE APPLICABLE PERIODS OF THE EXPRESS WARRANTIES CONTAINED HEREIN. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, (OR ANY CONTRACT OR REPRESENTATION BY ANY OTHER PARTY WITH RESPECT TO THE PRODUCT). THIS WARRANTY EXPRESSLY EXCLUDES AND DISCLAIMS IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER'S SOLE OBLIGATION, AND OWNER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY, IS LIMITED SOLELY AND EXCLUSIVELY TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, AT MANUFACTURER'S OPTION, FOR PARTS FOUND TO BE DEFECTIVE, AND THE REMEDY OF REPAIR AND REPLACEMENT ARE IN LIEU OF ALL OTHER REMEDIES. MANUFACTURER DISCLAIMS: (A) ANY LIABILITY FOR ECONOMIC

LOSS ARISING FROM CLAIMS OF DEFECTS, PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, FAILURE TO WARN OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY; (B) ANY LIABILITY FOR: REVOCATION OF ACCEPTANCE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO: LOSS OF TIME, USE, VALUE, PROFITS, OR INCONVENIENCE; RENTAL CHARGES, TRAVEL EXPENSES, CAPTAIN'S AND CREW MEMBERS' SALARIES; LOSS OF OR DAMAGE TO PERSONAL PROPERTY; DOCKAGE FEES, TOWING AND STORAGE CHARGES, AND THE COST OF TRANSPORTATION FOR REPAIR TO ANY REPAIR FACILITY; WHETHER INCURRED AS A RESULT OF ANY DEFECTS OR BECAUSE OF ANY STEPS THE OWNER TAKES TO BECOME ENTITLED TO REPAIR OR REPLACEMENT; (C) INJURY TO OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM ANY INFORMATION PROVIDED BY THE DEALER IF ERRONEOUS OR NOT APPROVED IN ADVANCE IN WRITING BY MANUFACTURER. THE REMEDIES SET FORTH ABOVE ARE OWNER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY AND ARE IN LIEU OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED, INCLUDING RESCISSION OR REVOCATION OF ACCEPTANCE. IF EXACT REPLACEMENT PARTS OR BOATS ARE UNAVAILABLE AT THE TIME OF THE WARRANTY CLAIM, THE MANUFACTURER MAY SUBSTITUTE PARTS OR BOATS OF THE SAME OR BETTER QUALITY AND THE CUSTOMER AGREES TO ACCEPT SUCH REPLACEMENT IN SATISFACTION OF THE LIMITED WARRANTY SET FORTH HEREIN. THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW (A) LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST; OR (B) THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE OR COUNTRY TO COUNTRY.

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