

## Onslow Bay Marine Group LIMITED WARRANTY

Onslow Bay Marine Group, LLC (“Onslow Bay Boats”) provides the following LIMITED WARRANTY to the original retail owner, of a Onslow Bay, if the boat was purchased from Onslow Bay directly and the boat has been operated only under normal, non-commercial use (“Boat”), subject to the terms, remedies, exclusions, and limitations set forth below.

**1. Ten-Year Structural Hull Limited Warranty:** A Structural Hull Defect in material or workmanship which is reported within ten (10) years from the date of original sale to the original purchaser of the Boat will be repaired or replaced at Onslow Bays’ sole discretion. The “Hull” shall constitute the single fiberglass molded shell and integral structural components. A Structural Hull Defect shall constitute a substantial defect in the Boat’s Hull which causes the boat to be unfit or unsafe for general, anticipated use as a pleasure or non-commercial craft under normal operating conditions as anticipated by Onslow Bay, or is otherwise not in or under any condition referenced in the **EXCLUSIONS** section below.

**2. One-Year Limited Warranty on Components Manufactured and Installed By Onslow Bay Boats:** Onslow Bay will repair or replace, to be determined at Onslow Bays’ sole discretion, components manufactured and installed by Onslow Bay that are defective in factory materials and/or workmanship, and which defect in factory materials and/or workmanship is reported to Onslow Bay within one year from the date of original sale of the Boat to the original retail purchaser, and such defect is not addressed in the specific warranties listed in paragraph 1 (above) or 3 (below), or is otherwise not contained in the **EXCLUSIONS** section below.

Any component on the Boat, including but not limited to engine(s), electronics, navigation equipment, stereo, seating, cushions, steering components, and T-top equipment is covered by the warranty issued by the manufacturer of the component, if any, and the component manufacturer or distributor solely is responsible for all warranty claims, repairs or services for such component, if at all. Onslow Bay has no responsibility for warranty claims, repairs or services for such components. Further, it is the customer’s sole responsibility, and not the responsibility of Onslow Bay, to complete and submit to the component manufacturer(s) any warranty forms, applications, claims or requests, including at the time of the original purchase of the Boat, that are required by the component manufacturer to initiate or effectuate any applicable warranty or warranty claim, repair or services for the component.

**3. One-Year Limited Warranty on Upholstery, Upholstered Items, Canvas, Teak (or other exterior wood surface), or Powder Coating:** Onslow Bay will repair or replace, at Onslow Bays’ sole discretion, upholstery, upholstered items, seating, cushions, T-top equipment, canvas, teak (or other exterior wood surface), and powder coating manufactured or installed by Onslow Bay that is defective in factory materials and/or workmanship and such defect in factory materials and/or workmanship is reported to Onslow Bay within one year from the date of the original sale of the Boat to the original purchaser.

**4. No Obligation for Transportation of Boat for Warranty Services or Repairs:** Onslow Bay has no obligation or responsibility to haul out or transport the Boat, or for transportation to or from the Boat, or to pay for or reimburse any costs or expenses related to hauling out or transporting the Boat to the Onslow Bay factory or to Onslow Bay’s authorized service or repair facility, or for transportation to or from the Boat, to perform an inspection, repair or other service to the Boat under this LIMITED WARRANTY. Onslow Bay may, at Onslow Bays’ sole discretion, agree to pay reasonable expenses, for hauling out, transportation or other related costs or expenses related to transferring the Boat to or from the Onslow Bay factory or to or from Onslow Bay’s authorized service or repair facility to perform a warranty inspection, claim, repair or service authorized by Onslow Bay under this LIMITED WARRANTY, on a case by case basis.

The election by Onslow Bay to pay for hauling out or transportation or to reimburse for the expenses of hauling out or transportation, at its sole discretion as indicated, will not create any entitlement or expectation for the payment of hauling out or transportation of the Boat in any other circumstance or by the owner of the Boat, or any other owner or customer.

### **EXCLUSIONS**

This LIMITED WARRANTY does not apply to a boat which has been re-sold or otherwise transferred in title, ownership or constructive ownership following its original purchase by its original owner from Onslow Bay directly, salvaged or declared a total loss or constructive total loss for any reason not covered in this LIMITED WARRANTY, except a transfer of ownership in strict compliance with the terms of this LIMITED WARRANTY, including as described below in the **REGISTRATION & WARRANTY TRANSFER POLICY** section contained below.

This LIMITED WARRANTY also does not apply to the following items:

- (1) Expenses for hauling out, transportation to and from Onslow Bay factory or an authorized servicer or repairer of Onslow Bay for warranty service.
- (2) Equipment and/or an accessory which is not installed by Onslow Bay and comes as original equipment on the Boat, or which equipment or accessory carries its own individual warranty(ies), such as from the equipment and/or accessory's own manufacturer or distributor, including but not limited to engine(s), engine component(s), battery(ies), propeller(s), control(s), steering mechanism(s), and electronics.
- (3) Damage, deterioration, discoloration or mold of or to cushions, cosmetic surface finishes, including discoloration, chalking, blistering, cracking, crazing, fading or oxidation of gel coat, stress lines, plated or painted metal and stainless steel finishes, plastic or acrylic materials, or anti-fouling bottom paint.
- (4) Windshield breakage and/or leakage.
- (5) Any Onslow Bay boat initially sold at retail by a party other than by Onslow Bay.
- (6) Damage resulting from improper rigging or installation by the boat's owner or by any other person or entity who is not an authorized Onslow Bay dealer or repair facility, or who has repaired the boat or installed a device or component without express, prior authorization from Onslow Bay.
- (7) Damage resulting from abuse, misuse, accident, impact, overloading, excessive wear and tear, operation in a named storm, operation outside the normal operating parameters of the Boat, including as described in the owner's manual or other provided or published guidelines (collectively, the "Owner's Manual") for the Boat including, but not limited to, use in excessive seas, overloading, or powering in excess of the maximum horsepower recommended by Onslow Bay.
- (8) Failure of the owner to use, maintain, or store the boat as specified in the Onslow Bay Owner's Manual; and any other failure to provide reasonable care and maintenance. Normal wear and tear maintenance items excluded from warranty coverage include but are not limited to: filters, bulbs, batteries, bungees, wiper blades, anchor rope, trailer finishes, tires, brakes, bearings and lights.

(9) Any Onslow Bay boat which has been altered or modified from Onslow Bays' factory specifications, including penetration of the hull by anyone other than Onslow Bay factory or by an Onslow Bay authorized repair or service personnel following factory specified procedures and with express, prior authorization from Onslow Bay.

(10) Use of improper trailer, improperly placed supporting bunks or slings, incorrect bunks placement and improper boat lift or sling.

(11) Any Onslow Bay boat used for commercial purposes.

(12) Any representation or implication relating to speed, range, fuel capacity, fuel consumption or estimated performance characteristics.

(13) Any failure or defect caused by an act of nature resulting in damage, cost, or expense.

(14) Any failure or defect arising from a repair made by a service provider not authorized by Onslow Bay or an authorized service provider without express, prior authorization from Onslow Bay to make such repair.

(15) Any item exceeding the expressed coverage limits specified in the Onslow Bay LIMITED WARRANTY.

(16) Any defect or repair requiring redesign of the Boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction.

#### **SOLE REMEDY**

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE BOAT OWNER'S **SOLE AND EXCLUSIVE REMEDY** AGAINST ONSLOW BAY FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS OR DAMAGE(S) RESULTING FROM PRODUCT DEFECT OR FAILURE, ALLEGED OR ACTUAL. In keeping with environmental policies and practices, Onslow Bay reserves the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement process performed under this warranty. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event will any repair or replacement under this LIMITED WARRANTY exceed the fair market value of the product as of the date of the owner's claim. Acceptance of any product returned or any refund provided by Onslow Bay shall not be deemed an admission that the product failed or is defective or the alleged condition was caused by any defect in the boat or due to any act or omission by Onslow Bay. Products that are replaced become the property of Onslow Bay.

#### **OTHER LIMITATIONS**

EXCEPT AS SET FORTH HEREIN, **THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED**, PROVIDED BY ONSLOW BAY ON OR FOR THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND/OR MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. ONSLOW BAY FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS OR DAMAGE ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, DEFECTIVE MANUFACTURE, DEFECTIVE OR NEGLIGENCE FAILURE TO WARN AND/OR INSTRUCT,

FRAUDULENT OR NEGLIGENT MISREPRESENTATION, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. TO THE EXTENT THE IMPLIED WARRANTY CANNOT BE DISCLAIMED, IT IS LIMITED TO THE SHORTER OF ONE YEAR FROM THE DATE OF DELIVERY TO THE FIRST RETAIL OWNER OR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW, NEITHER ONSLOW BAY, NOR THE SELLING DEALER, SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

#### **STATUTE OF LIMITATIONS**

An action for rescission or revocation against Onslow Bay is barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant a consumer a right of rescission or revocation against Onslow Bay the applicable statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail boat owner.

#### **OWNER'S OBLIGATIONS**

To initiate a warranty claim with Onslow Bay, it is the responsibility of the original retail owner of the Boat, or the subsequent owner who has acquired title to the Boat and who has strictly complied with the **REGISTRATION & WARRANTY TRANSFER POLICY** section contained below, to contact Onslow Bay or an authorized Onslow Bay repairer or servicer immediately (not more than 7 days) after discovery of a claimed defect or problem, describe in writing the nature of the defect or problem, and provide a hull serial number, date of original retail purchase, and name of the original purchaser and title owner of the boat, and provide proof of transferred ownership and a transfer of the LIMITED WARRANTY in strict compliance with the **REGISTRATION & WARRANTY TRANSFER POLICY** section contained below. If notice is made to an authorized repairer or servicer of Onslow Bay, the authorized repairer or servicer is required to notify Onslow Bay. Onslow Bay is solely responsible for determining and authorizing the remedial action(s), if any, to be performed at either the Onslow Bay factory or at an authorized Onslow Bay repairer or servicer chosen by Onslow Bay. The authorized remedial action(s), if any, to be performed by Onslow Bay or by an authorized Onslow Bay repairer or servicer, will be expressly set forth in writing by Onslow Bay. The original retail owner of the Boat, or the subsequent owner who has acquired title to the Boat in strict compliance with the **REGISTRATION & WARRANTY TRANSFER POLICY** section contained below should notify Onslow Bay of any boat being repaired by an authorized Onslow Bay repairer or servicer which has been at the authorized Onslow Bay repairer or servicer for fifteen (15) days or more, or of any claimed problem or defect which was not addressed and corrected after one repair attempt. **OUR PRIVACY POLICIES ARE AVAILABLE AT [WWW.ONSLOWBAYBOATS.COM](http://WWW.ONSLOWBAYBOATS.COM).**

## **ASSIGNMENT OF COMPONENT WARRANTIES**

Except as expressly stated herein, all warranties provided by the manufacturer or distributor of any component, equipment, or part as original equipment on the Boat at the time of the original retail purchase (collectively “Component Manufacturers”) are hereby assigned to the original retail owner of the Boat to the extent permitted by the Component Manufacturers, as the original retail owner’s sole and exclusive remedy with respect to such items.

## **REGISTRATION & WARRANTY TRANSFER POLICY**

The LIMITED WARRANTY coverage is activated by Onslow Bay on the date of the sale of the Boat to its original retail owner.

The ten-year and one-year limited warranties contained in the LIMITED WARRANTY are transferable to subsequent owners subject to and provided that (a) ONSLOW BAY RESERVES THE RIGHT TO REJECT THE TRANSFER OF THIS LIMITED WARRANTY IF THE ORIGINAL RETAIL OWNER IS DETERMINED BY ONSLOW BAY, IN ITS SOLE DISCRETION, TO HAVE ACQUIRED THE BOAT (I) AS THE REPRESENTATIVE OF OR AT THE DIRECTION OF A SUBSEQUENT OWNER, (II) WITH AN INTENT TO THEREAFTER BROKER, SELL, OR “FLIP” THE BOAT, OR (III) PURSUANT TO ANY OTHER ARRANGEMENT, PLAN, OR UNDERSTANDING DESIGNED OR INTENDED TO CONCEAL, MISCHARACTERIZE, OR MISREPRESENT THE INTENTIONS OF THE ORIGINAL RETAIL OWNER WHEN EITHER SECURING A SPOT ON ONSLOW BAY’S WAITING LIST FOR THE BOAT OR ACCEPTING DELIVERY OF THE BOAT; and (b) within **25 days** of the date of the sale of the Boat to its subsequent owner, the subsequent owner must provide to Onslow Bay Boats a copy of the bill of sale, at 400 Betty Taylor Wood Drive, Holly Ridge, NC 29445, and complete and submit to Onslow Bay a warranty transfer card, the form of which warranty transfer card will be provided by Onslow Bay upon request or may be accessible at [www.onslowbayboats.com](http://www.onslowbayboats.com), evidencing the sale and transfer of ownership of the Boat, and the transfer of the original retail owner’s rights and obligations under this LIMITED WARRANTY, except however, this LIMITED WARRANTY will not transfer to any subsequent owner of a Boat which has been salvaged and resold, or resold after a declaration of a total loss or a constructive total loss, defined as the cost of repair exceeding the present value of the boat. The failure of the subsequent owner to timely complete and submit such warranty transfer card, bill of sale and other documents as required herein shall void any and all LIMITED WARRANTY coverage to the subsequent owner.

## **APPLICABLE LAW & VENUE**

The sale of the Boat and transfer of the Boat, and all associated transactions with the purchase and sale of the Boat, including the transfer of this LIMITED WARRANTY, shall be considered to have occurred in Onslow County, Holly Ridge, North Carolina. This LIMITED WARRANTY, including its terms, coverages and exclusions shall be interpreted and construed according to and governed by the laws of the State of North Carolina, without regard to conflict of law principles. Venue for any and all disputes arising out of or related to this LIMITED WARRANTY, including without limitation the interpretation, performance or breach of this LIMITED WARRANTY, shall be solely and exclusively before the United States District Court for the District of North Carolina. The parties consent to the in personam jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406 (or any successor statutes) or the doctrine of forum non conveniens. If the United States District Court does not have subject matter jurisdiction of the dispute of or related to said matter, then such matter shall be litigated solely and

exclusively before the appropriate state court of competent jurisdiction located in Onslow County, Holly Ridge, North Carolina, and the parties consent to the personal jurisdiction of such court for the purpose of such litigation. There are no intended third party beneficiaries of this LIMITED WARRANTY, other than as expressly identified in the terms of this LIMITED WARRANTY.

### **MODIFICATIONS & SEVERABILITY**

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of the boat covered by this LIMITED WARRANTY may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a member or manager of Onslow Bay. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions, which shall otherwise remain in full force and effect.

### **SAFETY**

It is the boat owner's responsibility (as well as the responsibility of any other operator of the boat) to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating, navigation and boating safety. You and any other operator of the boat should take a course in boating and boating safety before operation of the boat and should be completely familiar with all systems of the boat regarding or relating to its safe operation. Personal flotation devices should be worn by each passenger of the boat in accordance with U.S. Coast Guard standards and state and federal law.

**Onslow Bay Marine Group, LLC Headquarters**

**400 Betty Taylor Wood Drive, Holly Ridge, NC 28445**

**Phone (910) 803-0947**

**Internet Address: [www.onslowbayboats.com](http://www.onslowbayboats.com)**

## **PRIVACY STATEMENT**

Thank you for purchasing a boat or requesting information from or about Onslow Bay. We appreciate your business and interest in our company and product. This Privacy Statement is to inform you how we collect, use, disclose, and safeguard the personal information you provide to us through your purchases, requests for brochures, product registration cards, promotions, surveys, call centers, or other customer contacts. TO SEE OUR FULL PRIVACY POLICY AND ANY UPDATES, PLEASE VISIT [WWW.ONSLOWBAYBOATS.COM](http://WWW.ONSLOWBAYBOATS.COM) AND SELECT THE PRIVACY STATEMENT LINK.

“Personal information” may include your name, age, mailing address, residential phone number, or e-mail address. It may also include income ranges, marital status, product or lifestyle preferences, and information concerning dealer service.

**How We Collect Personal Information:** Our authorized dealer provided Onslow Bay or our company in the European Union with personal information collected at the time of your boat order/purchase with other product registration data and will continue to provide warranty and servicing information on your boat. We will send you customer satisfaction surveys which you may elect to return to provide us with information on your boat purchase and your servicing needs. Your personal information may be gathered by or shared with Onslow Bay marketing providers and affiliated companies, who have comparable levels of privacy protection, for the purposes described in this statement. Onslow Bay, your dealer, and our marketing providers collect personal information when your request information about our companies and from surveys, promotions, contests, correspondence, your e-mails, telephone inquiries, web forms, and other communications.

**How We Use & Disclose Personal Information:** Unless you advise us otherwise, Onslow Bay, our authorized dealers, affiliated companies, and our marketing providers may generally collect, use, disclose, hold, and file your personal information for the following purposes: (1) Providing goods, brochures, information, incentives, and/or services to you or on your behalf; (2) Fulfilling the terms of our limited warranty or other service obligation; (3) Facilitating recalls or service campaigns if necessary; (4) Reviewing goods and/or services provided to you in product, services, and marketing analyses; (5) Ensuring your satisfaction through surveys or other contacts; (6) Administration, billing, accounting, and collections; and protecting against fraud and error; and (7) Investigating a breach or a contravention of a law, complying with a subpoena, warrant, court order, or as required or otherwise permitted by law. **ONSLOW BAY WILL NOT SELL YOUR PERSONAL INFORMATION OR SUBJECT YOU TO TELEMARKETING OR UNSOLICITED E-MAIL.**

**Safeguards:** We use security safeguards appropriate to the sensitivity of personal information to protect it from loss or theft, as well as prohibiting unauthorized access, disclosure, copying, use or modification of your personal information. These safeguards include restricted access to offices and equipment, security clearances, the use of passwords and/or encryption, publishing our privacy policy to appropriate personnel with instructions to act in accordance with its principles, and contractual provisions with our marketing agents and authorized dealers to follow the principles of our privacy policy.

**Access and Correction to Your Personal Information:** Subject to the exceptions provided by applicable law, we will provide, upon written request, your specific personal information collected in a form which is generally understandable. Your Personal Information is held by us and for us by our marketing agency/providers, who have contractually agreed to protect your information according to our privacy policies at the following addresses: Onslow Bay, LLC, 400 Betty Taylor Wood Drive, Holly Ridge, NC 28443. Please direct corrections, withdrawal of consent for specific purpose, complaints or other inquiries

regarding personal information to: Attention, Privacy Officer, Onslow Bay, LLC, 400 Betty Taylor Wood Drive, Holly Ridge, NC 28443. You can withdraw consent for us to use your personal information at any time or provide corrections upon providing to us a 30-day notice, unless withdrawing consent would impede the performance of legal obligations. We are required by law to provide you with information for product recall and other product safety related purposes. The withdrawal of your consent may also adversely affect our ability to provide products and services to you and to maintain our relationship. Please note, notifying us will not result in withdrawing consent from your dealer, who should be contacted separately.

**Obtaining Consent:** If any supplementary disclosure is required, we will obtain your consent for disclosure to other persons or organizations and for other purposes than stated herein, unless otherwise permitted by law.

Thank you again for your business. We hope you have many years of safe and enjoyable experiences with your Onslow Bay.



By signing below you have read the ONSLOW BAY LIMITED WARRANTY and agree to the terms of the ONSLOW BAY BOATWORKS LIMITED WARRANTY document.

Client Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

WARRANTY TRANSFER CARD

DESCRIPTION OF ONSLOW BAY:

Make: \_\_\_\_\_

Year: \_\_\_\_\_

Length: \_\_\_\_\_

Hull ID Number: \_\_\_\_\_

The Buyer acknowledges and agrees to this sale.

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\_\_\_\_\_ (Buyer's Name Printed)  
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Return this warranty transfer within 25 days of the sale with a bill of sale to:

Onslow Bay Marine Group  
400 Betty Taylor Wood Drive  
Holly Ridge, NC 28443  
Or email to: [briana@onslowbayboats.com](mailto:briana@onslowbayboats.com)