

WARRANTY COVERAGE (Boats)

Leisurespace Pty Ltd A.C.N. 667 698 197 trading as WaveCraft ("WC") provides this Limited Warranty to WC parts, components and accessories supplied and /or fitted by WC ("Marine Products") you have purchased.

WC warrant that at the time of purchase of the Marine Products will be free from defects in material or workmanship for the Limited Warranty period. This Limited Warranty is subject to limitations listed below.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WC SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, EXCEPT WHERE SUCH DISCLAIMER IS PROHIBITED BY LAW. IF SUCH DISCLAIMER IS PROHIBITED BY LAW, THEN IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY.

WC warrant to the original purchaser that it will make any repairs or replacements necessary to correct defects in material and /or workmanship of Marine Products for the Limited Warranty Period.

The remaining portion of this Limited Warranty may be transferred to a second purchaser provided WC are notified at the time the second purchaser takes possession. At that time WC may, at its discretion, require an inspection by an authorised WC service centre of Marine Products. If any of the Marine Products cannot pass that inspection, the transfer of this Limited Warranty may be rejected. The cost of the inspection is to be borne by the original purchaser. Transfer of this Limited Warranty will not extend its duration. WC specifically disclaims any express or implied warranties to the second purchaser except as provided herein, and disclaims all warranties, express and implied, to any subsequent purchaser.

Limitations

In order to validate your Limited Warranty, you must complete and provide to WC warranty registration card or submit online Warranty Registration via our website.

This Limited Warranty applies only to Marine Products and other products manufactured and / or fitted sold by WC or its authorised distributors. WC specifically disclaims any express or implied warranties for products manufactured by other companies.

Provided that the Limited Warranty is validated and WC have received written notice of your claim within the warranty period WC will (at its discretion) replace or repair any Marine Products or part that it considers to be a valid claim. If the claim is accepted WC will undertake the repair or replacement without charge for parts or repair labour. Repair labour includes the reasonable cost of labour to remove and reinstall Marine products and components. You acknowledge and agree that any repair may take significant time to secure parts and perform the labour and that you have no claim against WC for any losses flowing or resulting from the boat not being able to be used during the repair period.

Limited Warranty Period

This Limited Warranty begins on the date of delivery to the original purchaser.

The Limited Warranty Period for Marine Products is 2 (two) years from date of delivery to the original purchaser ("Warranty Period").

Use

The Limited Warranty only applies to Marine Products used solely for recreational purposes and not for any commercial use.

Warranty Procedure

If you believe that the Marine Product that you have purchased fails to perform within applicable specifications or is defective in its materials or workmanship, you must contact WC within 7 (seven) days of discovering the defect. You are responsible for transporting your Marine Products to and from designated service facility. However, WC may arrange for the necessary inspection and/or repair to be made onsite at its sole discretion in which case additional call out fees shall apply.

Purchaser's Responsibilities

This Limited Warranty is provided subject to you:

- Performing and paying for all regular maintenance within specified time frames according to manufactures' instructions and Operation Manual (if applicable);
- Maintaining and providing records of all service and maintenance performed on the Marine Products together with proof of purchase and delivery;
- Complying with manufacture's requirements; and
- Providing reasonable access within a reasonable time frame to WC to carry out necessary repairs.

You acknowledge that failure to service and maintain the Marine Products as required by the Operation Manual may damage the parts and components. WC reserve its right to refuse any warranty claim where it reasonably believes that such claim has occurred (all or in part) as a result of you not complying with the Purchaser's Responsibilities.

Items Excluded from Warranty

In addition to the other conditions and limitations set out in this Limited Warranty, the following items are specifically excluded from any coverage under this Limited Warranty:

- Ordinary wear and tear;
- Cost associated with consumable parts;
- Any Marine Product, accessory or part that has been subject to negligence, misuse, accident, improper installation (where not installed by WC), water intrusion, improper storage, lack of 3 maintenance, racing or engaging in a contest for speed or endurance, use of non-approved attachments or non-genuine parts, submersion or unreasonable exposure to the environment or service and work by unauthorised facility by the Purchaser or third party;
- Cost of transporting the Marine Products, part or the vessel in which such Marine Products are installed to and from the service facility designated by WC for warranty repair;
- Consequence of any modification or alteration of Marine Products, accessory or part;
- Any failure due to circumstances outside of WC reasonable control, including but not limited to extreme environmental conditions;

- Any unapproved accessory or parts fitted to the Marine Products or any damage caused as a consequence of thereof;
- Travel costs arising from warranty repairs, unless approved by WC;
- Any and all consequential or incidental losses or damage occurring as a result of failure of Marine Products;
- Reduction on Marine Products performance due to its age, hours of operation;
- Costs associated with diagnosis and/or repair of non-warrantable failures;
- Costs associated with warrantable failures which are repairs by organisations or persons not authorised by WC;
- Any warranty claim where such warranty claim should be in the opinion of WC be made against the original manufacturer.

This warranty does not guarantee non-occurrence of failures.

Warranty Variations

Unless it is agreed by all parties in writing, this Limited Warranty shall be binding on all parties with respect to warranties, superseding all prior agreements, written and oral, and all other communications between the parties related to warranties.

IN NO EVENT SHALL WCBE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, LAUNCH, TOWING, STORAGE, INSURANCE, LOAN PAYMENT, TRANSPORTATION FEES, TELEPHONE CHARGES AND MILAGE.

LIMITATIONS SET OUT HEREIN SHALL NOT APPLY TO THE EXTENT THAT THEY ARE PROHIBITED BY LAW.