



Galloway International Ltd (“SmartWave Boats”) warrants to the original retail purchaser of its boats, if purchased from an authorised Smartwave Boat dealer, and operated under normal, non - commercial use (see section 3.2), that Smartwave Boats will repair any hull defect which occurs as a result of faulty manufacture or material failure at any time during the original purchaser’s continuous ownership for a period of 2 (two) years from the original date of purchase. SmartWave Boats will repair or replace any moulded hull and/or cabins manufactured by Smartwave Boats found to be defective in factory material or workmanship within 2 (two) years of purchase, providing the damage is deemed to be an acceptable warranty claim, with the exception of plastic fuel tanks, seats, and aluminium outboard brackets manufactured by Galloway International Ltd. These specific products carry a 1 (one) year warranty cover against faulty manufacture or material failure.

The obligation of Smartwave Boats under this warranty shall be limited to the repair or replacement of parts only that are judged defective by the manufacturer and does not include transportation, haul out, or expenses incurred in returning the boat to an authorised agent/dealer as specified by Smartwave Boats or the Manufacturers factory for warranty service. The respective supplier may individually warrant component parts not manufactured by Smartwave Boats. Applicable warranty policies not delivered with the boat may be requested through your Authorised Smartwave Boat dealer.

The Remedy described in the paragraph above shall be exclusive and sole remedy provided by Smartwave Boats. Any boat subject to a possible warranty claim maybe required to be returned to the manufacturer or international agent at the owner’s expense for a full factory inspection. Photographs of any reported damage must accompany any warranty claim, along with a full written description of the claim details. A copy of the original purchase documentation/proof of purchase and serial number of the boat must be provided.

1.

This Warranty does not extend to;

1. Engines, controls, propellers, batteries, trailers or any other equipment or accessories carrying their own individual warranties;
2. Damage as a result of the incorrect installation of accessories, engines or parts not installed by Smartwave Boats;
3. Window breakage or leakage around windshields, latches, hatches, ports and other apertures;
4. Any Smartwave Boat which has been altered, subjected to misuse, negligence, accident, or used for racing purposes; Note: Unauthorised ski poles, towing or carrying frames or devices fitted without manufacturer's approval negates any warranty cover;
5. Damage resulting from uses other than those for which the boats were designed;
6. Damage deemed fair wear and tear;
7. Damage from severe or adverse weather conditions;
8. Any Smartwave Boat that has been overpowered or overloaded according to the maximum specifications shown on the CE plate, builders plate or manual provided with each Smartwave Boat;
9. Any Smartwave Boat used for commercial or rental purposes; *See section 3.*
10. Any damage caused by failure of the customer to provide reasonable care and assistance;
11. Damage as a result of storage or transportation on trailers not approved by Smartwave Boats or their Agent; Smartwave Boats must at all times be transported and stored on approved full length Skid/Bunk style trailers. *Failure to do so will negate warranty cover;*
12. Any Smartwave Boats on trailers not fitted with approved motor support bracket where deemed necessary; Note: *a motor support bracket should be used at all times when towing the boat on a trailer to avoid damage to the hull or engine. Failure to do so may negate warranty cover;*
13. Damage as a result of incorrect adjustment of a road trailer or launching trolley;
14. Minor scratches from delivery transportation;
15. Minor surface imperfections from the manufacturing process;
16. Minor adjustment of fittings such as rails, hinges etc;
17. Costs related to salvage;
18. Repairs not carried out by an authorised Smartwave dealer;
19. Any other consequential costs or losses;
20. Any Smartwave Boats that has had the manufacturers Identification/Specification/Serial Number plate removed;
21. Failure to return the required warranty registration form to the importer to validate the warranty cover within 30 days of purchase;

2.

Smartwave Boats reserve the right to make changes in the design, material, or manufacturing specifications or processes of any boat product without incurring any obligation to incorporate those changes in any product previously manufactured, advertised, or sold.

3.

Other Limitations

Other than as set forth herein, there are no other warranties either express or implied on your Smartwave Boat, all other warranties, express or implied including implied warranties of fitness or merchantability are expressly excluded to the extent allowed by law:

Any implied warranty or merchantability is limited to the duration of this implied warranty.

Smartwave Boats product used for commercial or rental purposes may qualify for a limited warranty on the terms stated for a one (1) year period only, subject to prior approval by the manufacturer on consideration of the intended purpose or use at the time of purchase.

Neither Smartwave Boats nor the selling dealer shall have any responsibility for loss of time, inconvenience, commercial loss, or consequential damages.

4.

Your Obligation

For this warranty to be effective it is essential, that your Smartwave Boat warranty registration card be completed in full and be submitted to your local dealer within 30 days of delivery of your Smartwave Boat. Return of this card as indicated above is a condition /precedent to warranty coverage. Before any warranty work is performed, Smartwave Boats require that you contact your selling dealer and obtain approval for work to be carried out by an authorised Smartwave Boat representative, or required delivery of the boat to the manufacturer.

5.

Transferability

Provided all the above conditions and obligations were met by the original retail purchaser, any remaining period of this warranty may be transferable to a second owner (only) upon the first owner's written application and request to your local dealer containing full details of the proposed new owner. Upon Smartwave Boat's acceptance and approval of this transfer, a fee of \$50.00 (inclusive of G.S.T) is required by Smartwave Boats before the transfer of this warranty cover is initiated, issued, and registered.

DELIVERY CARD

Hull
Identification
Number (HIN)

Engine manufacturer:

Engine horsepower:

Engine number:

Trailer registration:

Owner's Name:

Address:

.....

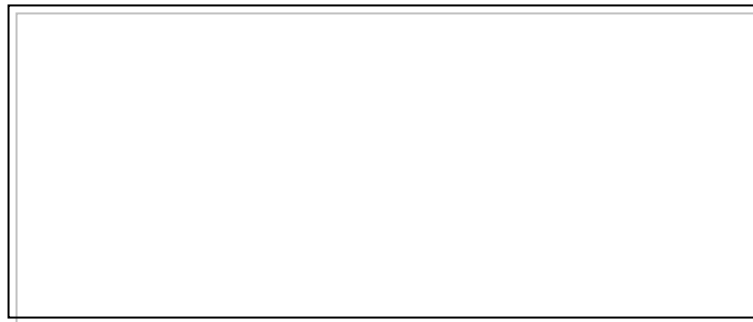
.....

Post Code:

Phone Number:

Delivery Date:

Dealer Stamp:



Dealer Signature:

Owners Signature:

This page is to be left in the owner's manual and filled in by the dealer at the time of delivery.

Notice of Name, Address, Ownership Change.

To maintain an interest in your Smartwave Boat, it is requested that owners who change their name or address, or subsequent owners who purchase this boat and wish to apply for a warranty transfer, complete the coupon below and mail it to:

SmartWave Boats
PO Box 58632
Botany Auckland 2163
New Zealand

Hull
Identification
Number (HIN)

Engine manufacturer:

Engine horsepower:

Engine number:

Trailer registration:

New Owner's Name:

Address:

.....

.....

Post Code:

Phone Number:

Date of Sale:

Previous Owner's Name:

Address:

.....

Signature:

