

Fat Cat Boatworks, LLC.

Warranty Certificate & Statement of Warranty For all New Fat Cat Boats From 2023 Model Year and beyond

**PLEASE READ THIS STATEMENT OF WARRANTY CAREFULLY. IT CONTAINS
IMPORTANT RIGHTS AND LIMITATIONS**

To initiate and validate Fat Cat Boatworks, LLC's Limited Warranty, the Warranty Registration Card must be returned to Fat Cat Boatworks, LLC, 4833 Saratoga #449 Corpus Christi, Texas 78413 within thirty (30) days of your purchase of a new Fat Cat Boat from an authorized Fat Cat dealer. For all purposes of this Statement of Warranty, the date of purchase shall mean the date that you signed the contract with the authorized Fat Cat dealer to purchase a new Fat Cat boat. **FAILURE TO VALIDATE YOUR WARRANTY WITHIN THE TIME AND IN THE MANNER STATED HEREIN WILL RESULT IN FORFEITURE OF ALL WARRANTIES.**

The Warranties

Ten Year Limited Hull Warranty

Subject to the conditions and limitations to coverage and liability set forth below, Fat Cat warrants to the **ORIGINAL PURCHASER** of a Fat Cat boat that either Fat Cat Boatworks, LLC or its authorized dealer, will, at Fat Cat Boatworks, LLC's option, repair or replace the fiberglass hull manufactured by Fat Cat Boatworks, LLC if it is found to be structurally defective in material or workmanship for as long as the **ORIGINAL PURCHASER** owns the boat. In the event Fat Cat Boatworks, LLC elects to replace a hull of a model for which the mold is no longer in use, Fat Cat Boatworks, LLC's obligation under this warranty is limited to provide, at Fat Cat Boatworks, LLC's sole discretion, only the nearest equivalent type of Fat Cat Boatworks, LLC hull available.

Ten Year Transferable Limited Hull Warranty

Subject to the conditions and limitations to coverage and liability set forth below, Fat Cat Boatworks, LLC offers to the first subsequent purchaser of a Fat Cat boat, provided that the **original** retail purchaser of a Fat Cat boat has otherwise complied with the conditions of this Statement of Warranty and the transfer is registered in the manner provided herein, a limited structural warranty under which either Fat Cat Boatworks, LLC or its authorized dealer will, at Fat Cat Boatworks, LLC's option, repair or replace the fiberglass hull manufactured by Fat Cat Boatworks, LLC, if it is found to be structurally defective in material or workmanship within ten (10) years from the date of purchase by the **original retail purchaser**. To register the transfer, the second purchaser must mail the following to Fat Cat Boatworks, LLC's Warranty Service

Center, 4833 Saratoga #449, Corpus Christi, TX 78413 within thirty (30) days of your purchase from the original owner:

- (1) An Ownership Transfer Record (found below) completed by the **original** purchaser and the subsequent owner;
- (2) A copy of the Bill of Sale or other evidence of purchase of the boat from the **original** purchaser, including the model and hull identification number; and
- (3) the warranty transfer fee of \$750.00.

For purposes of this limited structural hull warranty, the term structurally defective means the presence of a defect that cause the hull to be unsafe or unfit for use under normal operating conditions; and the term hull means the single fiberglass molded shell and its integral fiberglass structural components below the full flange.

Other Warranty Information

THE FOLLOWING FACTORY INSTALLED ITEMS ARE WARRANTIED FOR A PERIOD OF ONE (1) YEAR FOR DEFECTS IN MATERIALS OR WORKMANSHIP.

1. Boat wiring harness and switch panels installed by Fat Cat Boatworks, LLC. except engine harness;
2. Fuel tanks installed by Fat Cat Boatworks, LLC;
3. Deck hardware and windshield installed by Fat Cat Boatworks, LLC;
4. All boat lights, aerators, bilge pumps, hoses, clamps and fittings installed by Fat Cat Boatworks, LLC;

THE FOLLOWING ITEMS ARE NOT COVERED UNDER THIS LIMITED WARRANTY

1. Damage, failure, or other problems with the boat's finish, such as cracks, craze, stars, fading, chalking, blistering or fading in color;
2. Engines, engine controls and harness, outdrives, controls, instruments, gauges, propellers, battery chargers, Navigation equipment, batteries, depth finders, trailers and trailer accessories, radios and stereos, trolling motors or other equipment, electronics or accessories manufactured by other companies which provide their own individual warranties;
3. Damage, failure of other problems with the boat's finish such as paint, bright metal surfaces, anodizing, decals, rubber and plastic components;
4. Damage to or failure of (such as tears or fading) upholstery, canvas, carpet and any other soft goods;
5. Installation of engines or other accessories not performed by Fat Cat Boatworks,
6. Removal and/or derigging of engines or accessories;
7. Any damage caused by accident or resulting from alteration, abuse, commercial

use, misuse or negligent use, including but not limited to grounding or striking an object, of any Fat Cat Boatworks, LLC boat product. Use of a Fat Cat boat powered or loaded in excess of maximum limits as stated on the U.S. Coast Guard Capacity Plate in each boat, is misuse and will result in cancellation of any warranty;

8. Damage resulting from racing or use of the boat in speed or endurance contests. Use of the boat for racing, tournament runs, or any speed or endurance contest is misuse of the boat and will result in cancellation of any warranty;
9. Damages resulting from failure to perform routine periodic maintenance to Fat Cat boat products in accordance with Fat Cat boat's recommendations;
10. Damages caused by improper trailer or mismatching of a boat to a trailer or failure to properly secure a boat to a trailer or use a support devise when trailering;
11. Transportation to and from the Dealer or factory for warranty, including towing expenses, haul out expense, loading or crane expense. It is the Owner's responsibility to provide transportation of the boat, both to Service location and its return after repairs are completed;
12. Rental units have a one year hull warranty. The upholstery, pumps, switches, wiring, boat lights, aerators, bilge pumps, hoses, clamps and fittings, fuel tank, deck hardware, windshield and carpet installed by Fat Cat Boatworks, LLC, are warrantied for 90 days against defects in materials or workmanship.

Limitation of Remedies

1. Fat Cat Boatworks, LLC's obligation under this warranty is limited to the cost of repair of the warranted item or replacement thereof, at Fat Cat Boatworks, LLC's option, when returned prepaid shipment to and from Fat Cat Boatworks, LLC or another point of repair authorized by Fat Cat Boatworks, LLC. **If however, it is determined, in the sole opinion of Fat Cat Boatworks, LLC, that the Fat Cat boat must be returned to the Fat Cat Boatworks, LLC for repair, the purchaser or subsequent purchaser shall prepay shipment of the boat to Fat Cat Boatworks, LLC, 4833 Saratoga Blvd. #449 Corpus Christi, Texas 78413;**
2. Fat Cat Boatworks, LLC is not liable for loss of use, loss of time, inconvenience, commercial loss, or any consequential, incidental, general and/or special damages.
3. **FAT CAT BOATWORKS, LLC SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS WARRANTY DUE TO CAUSES BEYOND ITS CONTROL.**

THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FAT CAT BOATWORKS, LLC, MAKES NO OTHER EXPRESS WARRANTIES OTHER THAN THOSE IN THIS DOCUMENT. ANY REPAIRS OR MODIFICATIONS NOT AUTHORIZED BY FAT CAT BOATWORKS, LLC OR THEIR AUTHORIZE DEALER WILL RESULT IN REVOCATION OF WARRANTY OF THE REPAIRED OR MODIFIED ITEM(S).

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, ANY YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

WARRANTY CLAIMS PROCEDURE

1. Owner must return boat to the selling Dealer who has the primary responsibility to perform warranty repairs. If selling Dealer is no longer in business or if owner is relocated from the selling area, owner may take it to any authorized Fat Cat Dealer.
2. The owner must present boat original sales receipt to establish that the boat is still in warranty.
3. Authorized personnel of the Dealer will inspect the boat to determine if in their opinion a warrantable defect exists. If it appears that the problem is within the terms of this warranty, then Fat Cat Boatworks, LLC, will repair or have repaired all defective parts found to be under warranty. Any repairs performed by Dealer must receive prior written authorization from the Fat Cat.
4. Customer must sign a warranty form verifying the completion of any warranty work.
5. All warranty claims, questions and repairs will be submitted and processed through an authorized Fat Cat boat dealer.

Fat Cat Boatworks, LLC, may modify, improve or discontinue the design, specifications or models with respect to any Fat Cat boat at any time. All terms of this Warranty are severable and the invalidity or unenforceability of any portion hereof shall not affect the validity or enforceability of the remaining provision of this Warranty.

FAT CAT BOATWORKS, LLC. WARRANTY REGISTRATION

CUSTOMER NAME: _____
LAST FIRST MIDDLE INITIAL

CUSTOMER ADDRESS: _____
STREET CITY STATE ZIP

CUSTOMER PHONE NUMBER: _____

INTERNET ADDRESS: _____

BOAT MODEL _____ DATE OF SALE _____

HULL I.D. NUMBER _____

CUSTOMER SIGNATURE DEALERSHIP NAME

Fat Cat Boatworks LLC
Attn: Warranty Dept
4833 Saratoga Blvd. #449
Corpus Christi, TX 78413