

HAZELETT MARINE

TERMS AND CONDITIONS:

1. **QUOTES.** The price(s) for goods and/or services quoted will be held firm for up to 120 days after the quotation date. Prices may change if the customer orders different quantities than quoted.
2. **SALES TAX.** If reselling products, a tax exemption number must be submitted with the purchase order. Otherwise, there is a sales tax due.
3. **DELIVERY.** Orders are made to customers' specifications. Hazelett cannot be held liable for late delivery or non-delivery when caused by or in any manner arising from causes beyond our reasonable control, including, but not limited to fires, labor disputes, or unusually severe weather.
4. **LIMITED EXPRESS WARRANTY.** The products supplied by Hazelett Marine are warranted to be free from defects in material and workmanship. This warranty extends for a period of twenty-four (24) months after delivery of the product to the initial end-user purchaser/consumer who is not otherwise selling or leasing the product ("Buyer"). *This warranty gives you specific legal rights, and you may also have other rights that may vary by country, state or province.*
5. **EXCLUSIVE REMEDY.** If Hazelett Marine confirms or determines that a defect exists, Hazelett Marine may repair or replace the defective product or defective portion thereof. The choice to repair or replace is Hazelett Marine's. Hazelett Marine may require Buyer to return the defective product to Hazelett Marine. The remedies provided herein are Buyer's sole and exclusive remedies. In no event will Hazelett Marine be liable for any other direct or general, special, incidental, consequential or punitive damages, including but not limited to fines or damages incurred due to environmental impact or damage, loss of profit or revenue, loss of use, cost of substituted equipment, salvage, towage, pilotage, or claims of third parties, and damage to boat finish, other equipment, appurtenances, and parts and components of Buyer's property; whether asserted in contract, tort, statute, or otherwise and whether brought pursuant to federal, state or general maritime law. No representative of Hazelett Marine or any entity selling Hazelett Marine products is authorized to make any warranties, promises, or representations upon Hazelett Marine beyond the Limited Express Warranty provided in herein. *Some states, provinces and countries do not allow limitations for consequential or incidental damages, so these limitations may not apply to you, and you may have other rights which vary from state to state, province to province, or country to country.*
6. **WAIVER; LIMITATION.** The Limited Express Warranty provided pursuant to paragraph 5 does NOT cover and is NOT applicable in the following circumstances: (a) abuse or misuse or alteration or modification of the product; (b) extreme weather and Acts of God; (c) improper installation; (d) improper or lack of maintenance; (e) improper selection of the product for the desired application, including but not limited to, vessel tonnage; (f) intentional acts or misconduct involving use of the product (g) unauthorized repairs or replacements; (h) normal wear and tear; and (i) any other use, application or installation that is contrary to any Hazelett Marine product literature accompanying the product or labels affixed to the product.
7. **DISCLAIMER & LIMITATION ON IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HAZELETT SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF HAZELETT MARINE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF ITS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY HAZELETT IN ITS SOLE DISCRETION. SOME STATES, PROVINCES AND COUNTRIES DO NOT ALLOW DISCLAIMERS OR LIMITATIONS ON IMPLIED WARRANTIES, OR HOW LONG THESE WARRANTIES LAST, SO THESE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, OR COUNTRY TO COUNTRY.**
8. **TRANSFERRABILITY; ASSIGNABILITY.** The Hazelett Marine Limited Express Warranty shall not be transferrable or assignable to any subsequent Buyer.
9. **NOTICE.** If a product supplied by Hazelett Marine is claimed to have a defect in material or workmanship, Buyer shall notify Hazelett Marine in writing, giving full details in support of Buyer's claim. Written notification to Hazelett Marine shall be provided via certified mail to the address provided below, within 30 days that the Buyer discovers, or should discovered, the defect, but in no case shall written notice be provide to Hazelett Marine any later than the expiration of the 24 month limited express warranty period provided in paragraph 4. Any notices delivered or sent via certified mail shall be deemed effective upon mailing.

10. **ADVERTISEMENT; BROCHURES.** All representations, descriptions, and recommendations made with respect to performance, strength, durability, etc. made by Hazelett Marine, its employees or representatives, or contained in advertisements, brochures, publications and on Hazelett Marine's website, are estimates only and expressions of opinion, value, and judgment concerning the product and are not warranties, promises or guarantees. All illustrations and photographs contained within any advertisements, brochures, publications and on the website, are for illustrative and descriptive purposes only and shall not be deemed to create an express warranty that the product shall conform to same.

11. Unless otherwise expressly agreed, all deliveries shall be Ex-Works Hazelett Marine, 135 West Lakeshore Drive, Colchester, Vermont, 05446, U.S.A.

12. **SEVERABILITY.** If it should be determined by a court of law that any of the terms or conditions of this Invoice are in conflict with any rule of law, statutory provision, or are in conflict with any other clause within this Invoice than the terms which conflict will be deemed inoperative and null and void insofar as they may be in conflict therewith. Any such conflicting clauses shall be deemed severed from the remainder of this Invoice, and all other clauses shall remain in full force and effect.

13. **CHOICE OF LAW.** As to sales transactions completed in the United States and its territories, this contract shall be governed by the law as determined by a conflict of laws analysis. As to sales transactions completed outside of the United States, this contract shall be governed by the UN Convention on Contracts for the International Sale of Goods, supplemented by the federal laws of the United States.