

GoDu, LLC, Limited Warranty

This Limited Warranty is provided by the manufacturer, GoDu, LLC (“GoDu,” “we,” or “us”), to the first retail purchaser (“Purchaser” or “you”) of a GoDu® all-welded aluminum Boat (“Boat”) purchased from an authorized GoDu® Boat dealer (“Dealer”), subject to the terms and conditions set forth below.

Repairs will not extend the warranty coverage or period in which you may enforce an action, unless prohibited by law. A Dealer is NOT an agent or officer of GoDu, and as such, GoDu is not bound by any representation or warranty made by a Dealer or between a Dealer and the retail purchaser.

GODU, LLC, SHALL NOT BE HELD TO BE A PARTY TO ANY AFTERMARKET AND/OR THIRD-PARTY SERVICE CONTRACT OR WARRANTY. THIS LIMITED WARRANTY DOES NOT PROMISE OR EXTEND TO FUTURE PERFORMANCE AND DOES NOT MAKE ANY REPRESENTATION AS TO HOW THIS BOAT WILL PERFORM IN THE FUTURE. THE LIMITED WARRANTY ONLY REPRESENTS WHAT REMEDIES ARE AVAILABLE IF A DEFECT IS FOUND TO EXIST.

1. WHAT IS INCLUDED IN THE BOAT PURCHASE?

We include the following in the purchase of your Boat:

- Collapsible paddle
- SeaDek installed
- Double-braided polyester drag line on deck
- High-density foam bumper with cover
- Beach wheels installed
- All paperwork needed for title and registration

2. WHAT IS COVERED, AND FOR HOW LONG?

Except as limited herein, this Limited Warranty covers parts and labor to correct certain defects in materials and workmanship for the portions of the Boat manufactured or installed by GoDu, as more specifically set forth below:

A) For three (3) years from the original date of purchase from a Dealer: parts and labor for defects in materials and workmanship as to all other portions of the Boat manufactured or installed by GoDu (subject to normal recommended usage and maintenance), including, but not limited to, the following:

- (i) Bumper Foam
- (ii) Bumper Cover
- (iii) Dragline

B) For the life of the Boat (as long as it is owned by the original, first retail purchaser): Parts and labor for defects in materials and workmanship solely as to the following items (subject to normal recommended usage and maintenance):

- (i) Hull
- (ii) Interior ribs
- (iii) Transom
- (iv) Exterior welds

C) As of January 1 2024, *SeaDek* provides a limited warranty for their product for thirty-six (36) months from the purchase date of that product. *SeaDek's* warranty is available through their authorized factory dealerships. For any *SeaDek* warranty claims, you must contact "Castaway Customs: Rockledge Florida." Note that *SeaDek* and their authorized dealerships or otherwise related entities are independent from GoDu and, as such, GoDu has no control over their policies. Please ensure that you obtain up-to-date information on their warranty policies. As of January 2024, their warranty policy information can be found here: <https://www.seadek.com/wp-content/uploads/2024/01/2024-SeaDek-Warranty-Policy.pdf>

3. WHO MAY ENFORCE THIS WARRANTY?

Except as set forth below, this Limited Warranty is extended only to the original, first retail purchaser, and only when the Boat is purchased from an authorized Dealer.

4. WHAT IS NOT COVERED?

This Limited Warranty applies only to the portions of the Boat manufactured or installed by GoDu. Any use of the Boat for purposes other than recreational boating shall void the Limited Warranty. Such unauthorized use includes, but is not limited to, any use for competitive racing; commercial, business, or rental purposes; or any use other than the private, recreational pleasure of the first retail purchaser. Registration of the Boat in the name of any business entity or any filing of a state, federal, or provincial tax form claiming any benefit related to the Boat shall be considered conclusive evidence of commercial and/or business use. This Limited Warranty is also void if the Boat is repossessed by, or ownership of the Boat is otherwise transferred to, a secured party at any time.

PLEASE NOTE: As per the nature of raw aluminum, the processes used in the manufacture, transport, and storage of the Boat may have caused minor scratches, dings, dents, or other aesthetic defects. We utilize industry standard best practices to try to prevent such defects. However, we make no guarantees as to perfection; and no guarantees as to unblemished aluminum. Any such imperfections do not negatively affect the structural integrity or use of your Boat.

In addition, this Limited Warranty does not cover:

- A)** Ordinary wear and tear.
- B)** Any Boat that has been misused, abused, vandalized, used in a reckless or negligent manner, or operated contrary to any instruction furnished by GoDu; improperly lifted or trailered; trailered without proper motor support; improperly secured to a trailer; improperly operated, including, but not limited to, failure to comply with safety procedures; or operated in violation of any federal, state, local, Coast Guard, or other governmental agency's laws, rules, or regulations.
- C)** Theft, misplacement, or abandonment.
- D)** Defects resulting from failure to provide routine maintenance in accordance with GoDu's maintenance and care instructions. For care and maintenance instructions, please consult your owner's manual.
- E)** Any damage resulting from an accident or impact with another object; or any damage caused by an act of nature, including infestation of insects or animals.
- F)** Engines, outdrives, batteries, propellers, and controls.
- G)** Any failure or defects arising from repairs by a non-authorized service provider, unless pre-approved in writing by GoDu.
- H)** Colorfastness of materials caused by overexposure to the sun or improper covering and storage of the Boat.

- I) Tears, rips, snags, or similar damage or failure of canvas, foam, vinyl, floor coverings, upholstery, fabric, trim pieces, plastics, or zippers.
- J) Galvanic or stray current corrosion, or corrosion caused by saltwater.
- K) Chrome-plated, anodized, and aluminum finishes.
- L) Equipment and accessories manufactured by other persons or entities, whether or not they carry their own individual warranties, including, but not limited to, non-GoDu aftermarket equipment such as jack plates, T-tops, ski towers, power poles, wakeboard towers, etc.
- M) Overpowering of the Boat according to the maximum recommended engine horsepower on the capacity information plate.
- N) Any defect that results in the redesign of the Boat; the alteration or modification of any part or component; any repair or replacement with non-GoDu parts or products; or repair or replacement in a manner out of compliance with GoDu's maintenance and care instructions or other specifications.
- O) Diagnostics and related loss or expenses.
- P) Equipment, component parts, or accessories that are working as designed, but with which the purchaser is not satisfied.
- Q) **Note:** GoDu recommends any Boat that is to be left in the water have anti-fouling paint or similar protectant applied to the bottom. Damage resulting from failure to apply such protectant is not covered by this Limited Warranty.

5. HOW TO REQUEST WARRANTY SERVICE.

To request service under this Limited Warranty during the applicable warranty period, you must take the Boat to any authorized Dealer, and describe in detail or set forth in writing the specific nature of the perceived defect. You must then contact us by email at info@GoDuAdventure.com.

If qualifying for service under this Limited Warranty, the Dealer will inform you whether the repair work will be performed at the Dealer's location, at a GoDu-authorized repair center, or at the GoDu factory. GoDu shall have the absolute and sole discretion to select the appropriate facility for the warranty work and method of repair. You are solely responsible for all costs associated with transporting your Boat to and from the authorized Dealer and/or repair facility.

6. WHAT WILL WE DO?

For any claim qualifying for service under this Limited Warranty, GoDu may elect (in our sole and absolute discretion) to either repair or replace the defective part or component pursuant to the terms herein.

7. DISCLAIMERS AND LIMITATIONS.

THE OBLIGATIONS OF GoDu UNDER THIS LIMITED WARRANTY ARE LIMITED TO THE REPAIR OR, AT THE DISCRETION OF GoDu, REPLACEMENT OF PARTS OR EQUIPMENT THAT ARE DETERMINED BY GoDu TO BE DEFECTIVE.

GoDu WILL HAVE NO OBLIGATION AND YOU WILL HAVE NO REMEDY AGAINST GoDu FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN. YOU SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF TIME, BOAT PAYMENTS, INTEREST, STORAGE AND SLIP FEES, INSURANCE, POSTAGE, AFTER-MARKET GOODS, DEPRECIATION OF VALUE DUE TO AGE, COURT COSTS AND EXPENSES, ATTORNEYS' FEES, AND/OR DAMAGES ARISING FROM INJURY TO PERSON OR PROPERTY).

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN. GoDu HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING THOSE WHICH MAY BE IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITH RESPECT TO ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE (WHERE MANDATED BY APPLICABLE LAW), SUCH WARRANTIES ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD UNDER THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW ONE OR MORE OF THESE LIMITATIONS, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Neither the failure, nor any delay, on the part of GoDu to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

8. DISPUTE RESOLUTION.

GoDu's GOAL IS TO RESOLVE ANY WARRANTY CONCERN AS QUICKLY AND FAIRLY AS POSSIBLE. PLEASE CONTACT US AT **954-995-5176** IN THE EVENT YOU HAVE ANY QUESTIONS ABOUT THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY.

THE PROCEDURE TO HAVE YOUR WARRANTY CONCERN RESOLVED IS SET FORTH ABOVE.

IN THE EVENT THE DEALER CANNOT REMEDY THE DEFECT WITHIN A REASONABLE TIME, YOU AGREE THAT THE FOLLOWING PROVISIONS WILL APPLY:

A) Notice to GoDu: In the event your warranty concern is not resolved as set forth above, you must provide written notice to GoDu by sending a detailed explanation of your concerns to GoDu Customer Service, 14022 Passage Way, Seminole, FL 33776. You and GoDu shall attempt in good faith to resolve your warranty concern.

B) Submission to Exclusive Jurisdiction: Any and all matters arising out of or relating to this Limited Warranty, including any and all disputes, legal actions, or proceedings, must be instituted exclusively in a court of competent jurisdiction in either federal or state court servicing Pinellas County, Florida, and you hereby waive any objections to jurisdiction and/or venue and any claims of an inconvenient forum. ALL CLAIMS MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

9. GOVERNING LAW.

Any and all matters arising out of or in any way relating to this Limited Warranty must be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

10. OTHER NOTES.

GoDu reserves the right to make changes in design of its products, and changes or improvements to its products, at any time, including during a production year, without imposing any obligation upon GoDu to alter any of its products that were previously manufactured. This

document contains the entire Limited Warranty provided by GoDu. Any questions concerning this Limited Warranty should be directed in writing to GoDu. The terms and conditions of this Limited Warranty may not be modified, altered, or waived by any action, inaction, or representation, whether oral or in writing, except upon the express, written authority of a senior management level employee of GoDu. GoDu does not authorize any person or persons (except a senior management level employee of GoDu), including authorized Dealers, to alter, in any way, the terms of this Limited Warranty. Headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.