

Limited Warranty Information

There is no implied warranty for this product. Except as provided specifically herein, this limited warranty is in lieu of, and Composite Research, Inc. ("Composite Research") expressly disclaims, any and all other warranties, expressed, implied, or statutory, whatsoever, including, but not limited to, any implied warranty under the Uniform Commercial Code, any implied warranty of merchantability, and any implied warranty for fitness a particular purpose. Composite Research, Inc. makes no other express warranties except as set forth in this limited warranty.

This Limited Warranty also limits and alters your remedies. This Limited Warranty shall be the sole and exclusive remedy of any person or entity for any claim, whether that claim sounds in contract, tort, or in any other basis for recovery. Composite Research, shall not be liable to any person or entity for any consequential, special, or incidental damages, lost profits, inconvenience, or any other loss or damages, except as provided in this limited warranty.

Composite Research Limited Warranty

Composite Research is pleased to provide to all owners of a Composite Research boat sold as, "Sea Born", "Sundance" or "Spyder" Boats. This Limited Warranty applies if the boat produced by Composite Research was purchased directly from any of the Composite Research authorized dealers and was operated under normal conditions, subject to all of the conditions and limitations provided herein. Composite Research warrants to the original purchaser that the Hull and Stringers manufactured by Composite Research are, at the time of purchase, free from defects in workmanship and will remain free of such defects under normal use after delivery to the original retail purchaser as provided here, within the limitations of this warranty.

Transferable 10-Year Limited Hull Warranty

Composite Research warrants to the Original Retail Purchaser that the hull, transom, and stringers on every new boat manufactured shall, under normal authorized use, be free from structural defects for a period of 10 years. Composite Research or its authorized dealer selling said boat will, without charge, repair or replace at Composite Research's option, any boat or portion thereof proven to its satisfaction to be in defect during the above warranty period. For purposes of this Limited Warranty, the term "Hull" shall mean the single fiberglass molded shell and integral structural components of the boat and the term "Structural Hull Defect" shall mean a substantial defect in the boat's Hull that causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

Transferable Option

The above 10 Year Limited Warranty Policy may be transferred (for \$300.00) to subsequent purchasers during a period of five (5) years from the date of delivery to the original retail purchaser, and within 60 days of purchase, the new owner registers the transfer with Composite Research and pays the established warranty transfer fee. The transfer fee and transfer form can be obtained from your local Composite Research Dealer or by writing the company at 6131 Sundance Rd, Blackshear, GA 31516.

This Limited Warranty commences on the date of delivery to the original retail purchaser or when the boat has been operated for twenty-five (25) hours or on the first day of the twenty-fifth (25th) month from the date of shipment from Composite Research, Inc. to an authorized Composite Research, Inc. dealer, whichever occurs first.

Exceptions: The 10 Year warranty does not cover the gel coat nor any other components fastened or applied to the dash, hull or deck. Gel coat discoloration, blisters, and cracks are not considered structural defects. Gel coat along with installed components are warranted separately under the Composite Research, Inc. Nonstructural warranty listed below.

Time limitations shall run from the date of delivery to the original retail purchaser in the United States of America.

Registration and Transfer of Limited Warranty

Each original purchaser of a Composite Research Boat shall complete the warranty registration form provided by Composite Research (<https://www.criboats.com/owner-warranty-registration/>) within thirty (30) days of such owner's purchase of the boat in order to facilitate the processing of warranty claims and for manufacturer notification. Except where a Composite Research Boat has been salvaged and resold or resold after a declaration of a total loss or a constructive total loss, the Ten-Year Hull Limited Warranty is transferable to a single subsequent owner (i.e., the second owner) of the Composite Research Boat, **PROVIDED SUCH SUBSEQUENT OWNER COMPLETES AND SUBMITS TO COMPOSITE RESEARCH WITHIN THIRTY (30) DAYS OF ACQUIRING THE COMPOSITE RESEARCH BOAT A COMPOSITE RESEARCH WARRANTY TRANSFER FORM (AVAILABLE FROM COMPOSITE RESEARCH ON REQUEST) WITH (A) A LEGIBLE COPY OF THE BILL OF SALE, TITLE, OR REGISTRATION TO DEMONSTRATE OWNERSHIP OF THE BOAT AND (B) A CHECK OR MONEY ORDER PAYABLE TO COMPOSITE RESEARCH FOR THE TRANSFER FEE IN EFFECT AT THE TIME OF THE TRANSFER.**

3-Year Nonstructural Limited Fiberglass Small Parts Warranty

Composite Research warrants some fiberglass small parts of your boat for a period of 36 months or 300 hours, whichever comes first. This warranty covers any repairs needed to correct defects in materials or workmanship of some fiberglass small parts and components such as Consoles, Skiff Ring Caps or Liners of each new boat supplied by Composite Research, Inc. except for the exclusions or items listed under the caption "What is not Covered" or as indicated below.

1-Year Nonstructural Limited Systems Warranty

This Limited Warranty applies to any Nonstructural Defect (as that term is defined below) if such is due to a failure in material or workmanship and the same was reported to Composite Research according to the terms of this Limited Warranty within one (1) year from the date of the sale to the original purchaser of the Composite Research Boat by a Composite Research authorized dealer. Composite Research, in its sole discretion, will either repair or replace the defective component. For purposes of this Limited Warranty, the term "Nonstructural Defect" shall mean a substantial defect in a Composite Research Boat's components manufactured or installed by Composite Research (other than the Hull) that is not excluded in the Exclusions below. Composite Research warrants Fiberglass Lids, Plastic Lids, Electrical Panels, Bilge Pumps, Aerator Pumps or other Electrical Devices (excluding Stereos, Depth Finders, Radar, Chart Plotters except for installation if installed by CRI), Steering Systems, Electrical Panels, and Pumps of your boat supplied by Composite Research, Inc., for a period of 12 months or 100 hours, whichever comes first. Engine Controls, Cables, Harnesses or Switches, and Engine brand Gauges are warranted by their respective manufacturer. You may have longer warranties for Engine Controls, Cables, Harnesses or Key Switches, and Engine Brand Gauges thru the engine manufacturer. Stereos, Electronics, Chart Plotters, Radar and other similar devices are warranted by their respective manufacturers and are explicitly excluded from any warranty by CRI) This warranty covers parts and labor only needed for repair to correct defects in materials or workmanship of each new Composite Research, Inc. boat supplied by Composite Research, Inc. except for the exclusions or items listed under the caption "What is not covered" or as indicated below.

No part of this warranty covers or implies coverage for loss of use.

To validate this warranty, the Warranty Registration Form (<https://www.criboats.com/owner-warranty-registration/>) provided by Composite Research, Inc. must be within (30) thirty days after the original purchase date of the vessel. Reception of the warranty registration card is a condition precedent to this warranty. We warrant the boat hull and bottom construction for a period of One Hundred Twenty (120) months from date of original purchase, except as noted below, against "delamination" or separation CAUSED BY

MANUFACTURER'S DEFECT (see definition of "delamination" for more specific information), providing that the integrity of the hull or floor has not been broken (such as with impact damage) or has been worn through.

Origin Date: Composite Research at its sole discretion shall reserve the right to reject any warranty repair, replacement, or defect of non-structural limited systems whereby the vessel has been delivered to a dealer and not sold for a period greater than 1 year from the original delivery date.

One-Year Exterior Cosmetic Gelcoat Limited Warranty

Composite Research warrants to the original retail purchaser of its product that Composite Research will correct or repair any air voids in the exterior gelcoat surface of the boat as a result of defects in materials or workmanship within one (1) year from the warranty commencement date provided that the original factory gelcoat surface has not been altered in any way:

1. Up to six (6) months from the warranty commencement date, Composite Research will pay 100% of the repair costs.
2. After six (6) months but up to one (1) year from the warranty commencement date, Composite Research will pay 50% of the repair costs.
3. After one (1) year from the warranty commencement date, Composite Research will pay 0% of the repair costs.

Definition of Delamination

For the purposes of the definition of delamination as it relates to this limited warranty will be defined as follows: In the case of hull delamination between the deck and the outer hull, where the delamination is due to a manufacturer's defect in the lamination of the internal stringer system, the outer and inner hull will remain intact while the hull and or deck of the boat becomes soft. At this stage, prior to any actual destruction of the outer hull laminate, considerable movement of the deck is observed while underway and/or by walking on the delaminated area. This is a warrantable manufacturer's defect. If the outer hull is damaged or broken in any way first, by impact damage (caused by striking objects in the water, running the boat aground, improper trailering, etc.) and the outer hull is not properly repaired, continued use of the boat will result in water being forced into the break and the hull will fail or delaminate. This is not a warrantable hull failure, as the problem was caused by operator negligence when the operator damaged the hull and failed to repair the damage and continued to operate the boat. It is the responsibility of the owner/operator to inspect his boat hull for damaged or impacted areas. Continued use of a boat with un-repaired hull damage will result in delamination and separation of the outer hull due to hydrostatic pressure. This form of delamination is not the result of a manufacturer's defect; therefore, this damage is not covered by the limited warranty. Note: Any damage to Exterior or Interior Gel coat including un-sealed small part attachment screws will allow water to permeate the underlying laminate. Subsequent use of the Boat with damaged, cracked or missing Gel coat could cause the underlying laminate to fail due to hydrostatic action and/or pressure. Damage caused by failure to repair and maintain the Gel coat surfaces of the boat could cause further damage to the Boat including delamination of the Hull. Continued operation of the Boat with damage to the Gel coat will void this warranty.

What is Not Covered – This Warranty Does Not Apply to:

This Limited Warranty does not apply to any boat that has been salvaged or declared a total loss or constructive total loss for any reason not specifically covered in this Limited Warranty. In addition, this Limited Warranty does not apply to the following "Exclusions":

1. A Hull, component, or other product that has been repaired without authorization of Composite Research or that has been altered in any way that affects its use and operation;

2. Expenses related to inspection or survey or warranty service for hauling out, transportation to and from any dealer or Composite Research factory, towing or storage charges, inconvenience or loss of time or income;
3. Note: It is the owner's responsibility to provide transportation of the boat both to the service location and its return after repairs are completed. The service location will be determined by Composite Research;
4. Any Composite Research Boat initially sold at retail by a party other than an authorized Composite Research dealer;
5. Blistering, discoloring, cracking, or crazing of the Gelcoat finish or other surface finishes;
6. Optional Accessories or their removal or installation including but not limited to, Bimini Tops, Swim Platforms, or other items not installed by Composite Research or components installed by Marine Dealers or Customers;
7. Engines or Engine installation or removal;
8. Outdrives, Jet drives, Propellers, Controls, Engine Brackets, Stereos, Depth Finders, GPS units, Trolling Motors, Batteries, Outrigger Bases, and other equipment or accessories that are not manufactured by Composite Research, whether the same is or is not warranted by such other manufacturer;
9. Damage to, breakage of, or leakage around any windshields, hatches, or apertures;
10. Any canvas, zippers, vinyl, upholstery, plastic, or fabric components;
11. Mold (Pink Mold, Yellow Mold, etc.) on upholstery or cushions. (Mold damage covered 9 months from Day of Delivery to Dealer)
12. Discoloration, oxidation, bleeding, or corrosion of any stainless steel or other metal products;
13. Wind Shields (Glass or Lexan);
14. Engine and accessory removal and de-rigging or re-rigging.
15. Any Hull, component, or product that has been subject to unreasonable use, tampering, misuse, abuse, neglect, negligence, mishandling, vandalism, fire, riot, war or Acts of God. A boat powered or loaded in excess of the maximum limits as stated on the U.S. Coast Guard capacity plate attached to each boat is considered misuse;
16. Any boat, or component or part thereof, that has been used for Commercial Purposes, racing purposes, or has otherwise been operated contrary normal recreational purposes or contrary to any applicable law (for purposes of this Limited Warranty, the term "Commercial Purposes" shall mean the usage of any boat more than fifty percent (50%) for revenue producing or other business purposes);
17. A boat, or component or part thereof, that has been overpowered according to the maximum recommended engine horsepower specified on the capacity plate attached to the boat;
18. Repair or attempted repair by unauthorized persons or any boat which shall have been repaired or altered in any way so has to affect its use or operation.
19. The failure of any part, area, or component of the boat to be dry, whether or not the same was represented as "dry";
20. Any representation relating to the speed or weight of any part or component of the boat;
21. Normal wear and tear maintenance items, including, but not limited to, filters, bulbs, batteries, bungees, anchor rope, trailer finishes, tires, brakes, bearings, and lights;
22. Damage caused by the improper fitting of a boat to a trailer, by use of a roller type trailer, or by not following the Composite Research, Inc. Trailer Guidelines (a copy is obtainable from your independent Composite Research Dealer or from Composite Research online at <https://www.criboats.com/knowledge-base/> , or caused by failure to use proper boat tie downs.
23. The cost of de-rigging and re-rigging any parts or accessories, hardware, engines, fiberglass component parts whether original equipment or installed originally by the Dealer or the Owner. The Owner will be responsible for the cost of rigging removal and rigging additions.
24. Any defect or repair requiring redesign of the boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction;

25. Dealer preparation, cleaning, final adjustments and alignments in preparing the boat for delivery or commissioning; or
26. Any act of God or force majeure.

The following items are warranted by their respective manufacturers and are not warranted by CRI:

1. Engine, Engine controls, Key Switches and Engine wiring harness.
2. Batteries or Chargers, Depth Finders, Radios, GPS Systems, Stereos or other electrical systems.
3. Trolling motors, Trolling Motor Controls or Electrical Connections, Damaged caused by Trolling Motor Mounting to deck or subsequent damage caused by Trolling Motor impact when in use

Procedure for Warranty Repairs

The boat must be returned to the selling independent Composite Research Dealer, for an initial inspection. In the event the selling independent Composite Research Dealer has ceased to do business or you are traveling or you have moved to a different locale, warranty inspection may be performed by any authorized independent Composite Research Dealer. The address concerning warranty matters is Composite Research, Inc. 6131 Sundance Road, Blackshear, GA. 31516.

1. You must present your registration card or original sales receipt to the independent Composite Research Dealer to verify the boat is still in warranty.
2. The independent Composite Research Dealer will examine the boat to determine if, in his opinion, a warrantable defect exists. If a warrantable defect appears to exist, Composite Research will require the boat hull to be returned to the factory, or at its sole option, an Authorized Dealer, for repair or authorize repair of a boat hull that is found to be defective. For repairs performed other than at the Composite Research factory, a written authorization form must be received and approved by Composite Research prior to any work being performed.
3. **All transportation, haul out, shipping and/or delivery charges are to be paid by the boat owner.**
4. All removable items, including but not limited to electronics, radios, gear and tackle, batteries, personal items, etc. must be removed by the owner prior to shipment to the Composite Research factory. Neither Composite Research or it's Independent Dealer will be responsible for any loss of personal items not removed from the boat hull prior shipment to the factory.
5. If boat hulls are repaired or replaced under the terms herein, the terms of this limited warranty shall cover such boat hull for a period of ninety (90) days from the date of repair or replacement or until the end of the original Limited Warranty period, whichever is later.

Limitations & Exclusions

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose are limited to the duration of this express written limited warranty and totally excluded thereafter. Some states do not allow the exclusion or limitation of implied warranties so the foregoing may not apply to you.

Composite Research shall not be responsible for any incident or consequential damages of any sort or nature including but not limited to personal injury, property damage, loss of use, time, or income. Some states do not allow the exclusions of damages so the foregoing may not apply to you.

The remedy available under this Limited Warranty is non-cumulative in nature and is limited to repair or replacement, at Composite Research sole option, of the boat hull which is returned to a location approved by Composite Research, and which its examination discloses to its satisfaction to be defective. This warranty gives you specific legal rights. You may have other rights that vary from state-to-state.

Composite Research reserves the right to change the design of any boat without obligation to modify any boat previously manufactured. This warranty constitutes the entire agreement between Composite Research and the owner. Composite Research does not assure nor authorize any person other than its corporate officers to assure any obligation on its behalf.

Sole Remedy

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPOSITE RESEARCH FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. Composite Research reserves the right to utilize reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. Acceptance of any product returned or any refund provided by Composite Research shall not be deemed an admission that the product is defective. Products that are replaced become the property of Composite Research. In no event shall any repair or replacement under this Limited Warranty be deemed to extend, toll, or reset the term of this Limited Warranty.

Statute of Limitations

Any action for rescission or revocation against Composite Research shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant any consumer a right of rescission or revocation against Composite Research, where such right does not otherwise exist under applicable law. Some states may not allow the applicable statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail owner.

Owner's Obligations

The original purchaser of any Composite Research Boat is required to examine the product at the time of purchase to discover all defects therein and notify an authorized Composite Research dealer of the same. To initiate a warranty claim, it is the responsibility of the purchaser to contact an authorized Composite Research dealer immediately after discovery of any defect, describe the nature of the problem, and provide a hull serial number, date of purchase, and name of the selling dealer. The authorized dealer will notify Composite Research, who is solely responsible for determining and authorizing in writing the remedial action necessary. The purchaser should notify Composite Research of any boat being repaired by an authorized Composite Research dealer that has been at the dealership for fifteen (15) days, or of any claimed defect that was not corrected after one (1) repair attempt.

Assignment of Components Warranties

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of any component, equipment, and parts on the boat are hereby assigned to the owner of the boat to the extent permitted therein, as the owner's sole and exclusive remedy with respect to such items.

Governing Law, Modifications, & Severability

The terms and conditions of this Limited Warranty, as well as those of any documents prepared in conjunction with the sale of this Composite Research Boat, to the full extent possible, shall be construed according to the laws of the State of Georgia (Pierce County) and shall not be modified, altered, or waived by any action, inaction, or representations, whether oral or in writing. Composite Research does NOT authorize any person to alter or amend this Limited Warranty, or to otherwise create or assume for it any other obligation or liability with respect to the boat or any part or component thereof. The invalidity and enforceability of any one or more of the provisions herein shall not affect the validity and enforceability of any other provision.