



LIMITED WARRANTY

TO WHOM DOES THIS WARRANTY APPLY?

JOHNSON OUTDOORS INC. extends the following limited warranty to the original retail consumer only ("Consumer").

WHAT DOES THIS WARRANTY COVER?

This warranty covers material defects in workmanship and materials in your new Johnson Outdoors Paddlesports products, with the exceptions stated below. Covered Paddlesports products include Ocean Kayak, Necky Kayaks, Old Town Canoes & Kayaks, and Dimension products.

HOW LONG COVERAGE LASTS.

The hull and deck of any Ocean Kayak, Necky Kayak, Old Town Canoe and Kayak and Dimension canoe and kayak products are covered the lifetime of the boat from the Consumer's original purchase date. For blemished boats or those marked as BLEMS, the hull and deck are covered (5) five years from Consumer's original purchase date. For standard boats used for rental, demonstration, resort or outfitter purposes the warranty is 90 days from date of delivery by the dealer to the Consumer. For boats built as special "outfitter grade" boats used for rental, demonstration, resort or outfitter purposes, the hull and deck are covered (1) one year from date of delivery. For accessories, the warranty coverage is (1) one year from Consumer's original purchase date.

WHAT JOHNSON OUTDOORS WILL DO.

For complete warranty details, to provide notice of a warranty claim, or to request warranty service, contact Johnson Outdoors Inc. as follows: For Ocean Kayak, Necky Kayaks, Old Town Canoes & Kayaks, and Dimension products call 800-343-1555.

Alternatively, you can contact Johnson Outdoors Inc. at 125 Gilman Falls Ave. Bldg.B, Old Town, ME 04468. As the sole and exclusive obligation under this warranty of Johnson Outdoors Inc. and its affiliates (referred to in this limited warranty together as "Johnson Outdoors"), and as Consumer's sole and exclusive remedy, upon prompt written notice from Consumer of breach of this limited warranty during the relevant warranty period, Johnson Outdoors will either, at Johnson Outdoors' option, (a) repair (by the dealer) or replace the defective product, or (b) refund the purchase price paid by Consumer if an inspection by Johnson Outdoors discloses material defects in workmanship or material covered by this warranty.

HERE'S HOW IT WORKS.

1. Consumer must mail the completed warranty
2. If you have a warranty claim, call our Customer Service Department at the number indicated above.
 - Be prepared to provide the following information: Proof of purchase, date and place of purchase and original purchase price.
 - Boat serial number (engraved on starboard bow and stern), model, color and hatch configuration.
 - Consumer name, address and phone number.
 - Detailed description of the problem.
3. Johnson Outdoors strives to give warranty claims top priority to ensure timely processing and resolution. We may ask you to contact your original dealer and/or send us the defective product at our cost. If the product is to be returned to the factory, our Customer Service Department will issue a return authorization number. Please affix this number to the product along with your dealer name and contact person. Please do not return any product to the factory without a return authorization number. Return products in the original packing material or equivalent. Please include a note of explanation inside the package regarding the reason for the return, contact information and desired action.
4. Warranty on a replacement boat is void until Johnson Outdoors receives from the dealer the serial number cut outs from the defective boat. The warranty period for a repair, and the related product, shall be only the remaining portion of the original warranty period applicable to such product.

WHAT THIS WARRANTY DOES NOT COVER.

There is NO WARRANTY, and no portion of warranty expense will be reimbursed when:

- Product has ever been used for commercial use (except for Necky Kayaks and Ocean Kayak, Old Town, and Dimension for rental/demonstration/resort/outfitter – for the time frame outlined under "How Long Coverage Lasts").
- Product is determined by Johnson Outdoors to have been subjected to unusual or abnormal use, misuse, abuse, negligence, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Johnson Outdoors' instructions, unauthorized repair, incorrectly performed maintenance or repair, improper installation, or storage.

- Product is determined to have been used for any activity other than an activity that is customary for this type of product.
- Claim is made by any party other than the original purchaser of a product.
- Product was damaged while in possession of freight carrier, dealer, Consumer or any party other than Johnson Outdoors.
- Product was modified.
- Product was not manufactured by Johnson Outdoors.
- Product was manufactured to Consumer's, dealer's or other third party's specifications.
- Product has not been registered and completed warranty registration form has not been returned to Johnson Outdoors in the time period required.

In order for this warranty to apply, Consumer must retain and provide to Johnson Outdoors receipts showing date of product purchase and documented proper maintenance. Any oral or written description of the products is for the sole purpose of identifying the products and shall not be construed as express warranty. Prior to using the products, Consumer shall determine the suitability of the products for the intended use and Consumer assumes all risk and liability in connection therewith. JOHNSON OUTDOORS SHALL NOT BE LIABLE TO CONSUMER, OR TO ANYONE CLAIMING UNDER CONSUMER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR JOHNSON OUTDOORS' ACTS OR OMISSIONS OR OTHERWISE. THE EXPRESS WARRANTIES DESCRIBED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. FOR COMMERCIAL PRODUCTS, ALL WARRANTIES IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND SHALL NOT APPLY. FOR CONSUMER PRODUCTS, WARRANTIES IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE PERIOD OF THE WARRANTY STATED ABOVE FOR THE RELEVANT PRODUCT. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Any assistance Johnson Outdoors provides to or procures for Consumer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. Johnson Outdoors will not reimburse Consumer for any expenses incurred by Consumer in repairing, correcting or replacing any defective products, except those incurred with Johnson Outdoors' prior written permission.

LIMITATION ON DAMAGES.

IN NO EVENT SHALL JOHNSON OUTDOORS BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. JOHNSON OUTDOORS' AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL BE LIMITED TO AN AMOUNT EQUAL TO CONSUMER'S ORIGINAL PURCHASE PRICE PAID FOR THAT DEFECTIVE PRODUCT. Some states do not allow the exclusion or limitation of incidental and consequential damages so the above limitation or exclusion may not apply to you.

HOW DOES STATE LAW APPLY?

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. It is the express wish of the parties that this Agreement and any related documents be drafted in English.