FERNSTRUM®
R.W. Fernstrum & Company

LIMITED WARRANTY ON GRIDCOOLER® KEEL COOLER

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT http://www.fernstrum.com/support/gridcooler-keel-cooler/ AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

1. WHO MAY USE THIS WARRANTY?

R.W. Fernstrum & Company, located at 1716 11th Ave. Menominee, Michigan 49858 USA ("**we**") extend this limited warranty only to the original purchaser of the product ("**you**"). This limited warranty does not extend to any subsequent owner or other transferee of the product.

2. WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the GRIDCOOLER® Keel Cooler (the "**product**") for the Warranty Period as defined below.

3. WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) misuse, improper use or improper installation; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, chemical, biological or electrical corrosion or other actions or events beyond our reasonable control.

4. WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of delivery and lasts for 90 days for the aluminum GRIDCOOLER® Keel Cooler, and lasts for 2 years for the copper/nickel GRIDCOOLER® Keel Cooler (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace the product. We

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may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

5. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the Warranty Period, we will, in our sole discretion repair or replace such product (or the defective part) free of charge. The cost of repair or replacement does not include labor, transportation, freight, haul-out, launch, towing, dry docking, storage charges, mechanic travel time, inconvenience, loss of time or income, removal and replacement and/or modifications of any boat parts to facilitate repair or replacement.

6. HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call (906) 863-5553 during the Warranty Period to obtain a Return Merchandise Authorization ("**RMA**") number. No warranty service will be provided without an RMA number. The product or part must be returned with the RMA number noted. You are responsible for the cost of shipping the returned product or part. Upon calling the above number, customer service will walk you through the steps to request warranty service.

7. LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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.

8. WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

The following informal dispute resolution procedure is available to you if you believe that we have not performed our obligations under this limited warranty: should a dispute arise, you should contact customer service at (906) 863-5553. You must use this informal procedure before pursuing any legal remedy in the courts. All such disputes shall be governed by the laws of the State of Michigan to the extent that the same do not conflict with the laws of the United States.

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