



LIMITED WARRANTY

GG Schmitt & Sons provides the following limited warranty to all Original Equipment Manufacturers (“OEMs”) who purchase products from GG Schmitt & Sons, in accordance with the guidelines listed below.

A. Limited Warranty

1. GG Schmitt & Sons limited warranty applies to parts only. Labor charges for replacement or repair will not be accepted unless authorized by GG Schmitt.
2. GG Schmitt & Sons warrants that its manufactured parts for aluminum and Stainless-Steel Product are free from defects in workmanship when used in the manner for which the parts were designed and intended for a period of two (2) years from the ship date to the OEM.
3. GG Schmitt & Sons warrants original GG Schmitt & Sons-applied coatings (powder, fluidized bed, wet paint, Cerakote, anodization, etc.) for a period of one (1) year from the ship date to the OEM. GG Schmitt & Sons warrants that the coating applied by GG Schmitt & Sons meets or exceeds the industry standard with regards to pretreatment, adhesion, and durability.

B. Exclusions

GG Schmitt & Sons provides the warranty above ONLY when the product warranted is used in the manner for which it was designed and intended and for an “appropriate use,” which is to be determined by GG Schmitt & Sons.

1. This warranty does not apply to maintenance items, or inappropriate use or abuse.
2. This warranty is non-transferrable and applies only to the OEM, licensed dealer and first end-user.
3. This warranty does not apply to scratches or chips in the coated areas that are a result of impact or other damage.
4. This warranty does not apply to any defects or damage to parts not manufactured by GG Schmitt & Sons.
5. Anodizing/surface finish that is a result of negligent maintenance and/or care. Proper steps must be taken to prevent loss of luster and shine. Therefore, we cannot cover damage to anodizing, paint or powder coating.



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6. Damage caused by weather, accidents, or other instances which are out of our control.
7. Damage caused by misuse, poor maintenance, or a failure to maintain.
8. Freight damage
9. Shipping, taxes, customs fees, or other costs accrued in the process of returning an item to GG Schmitt.
10. Installation, removal, or labor costs
11. Repairs or modifications performed by dealers, distributors, or persons other than GG Schmitt employees.
12. Damage or issues arising from the addition of accessories not approved by the boat manufacturer or GG Schmitt.
13. Liability for direct, indirect, proximate, or consequential damages resulting from delay or improper installation, usage or abuse.
14. GG Schmitt's entire liability for any defective product shall in no event exceed the purchase price for the defective products. This limitation applies even if GG Schmitt cannot or does not repair or replace any defective Product and your exclusive remedy fails at its intended purpose.
15. Customers will not be charged for repairs performed at GG Schmitt that are under warranty. However, if a returned product does not meet warranty verification, then testing, repair, and/or shipping fees may apply in returning the product.

C. Obtaining Warranty Service

1. **REQUESTS FOR WARRANTY SERVICE WILL NOT BE CONSIDERED UNLESS THE FOLLOWING ARE INCLUDED**
 - Part Number – GG Schmitt Part Number is Preferred (See Packing Slip)
 - PO Number
 - Pictures of Defect/Damage
 - Any Pertinent Information
2. GG will perform initial evaluation based on information received
3. If determined actionable, GG will email return authorization to customer
4. Once customer receives return authorization, parts should be returned to GG within two weeks
5. Once received, GG will perform evaluation to determine chargeable or non-chargeable return
6. If non Chargeable, customer will be notified and GG will repair and return product



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7. If chargeable, GG will send quote for repair to customer
8. This Warranty only applies when an OEM customer applies to obtain warranty service. GG Schmitt & Sons will not accept warranty requests from dealers or end-users
9. All RMA parts will be expedited through the GG production process

D. LIMITATION OF LIABILITY

Coverage or repair provided under this warranty does not constitute an admission of liability. Liability pursuant to this warranty is limited to the cost of parts. Specifically excluded are any damages associated with the alleged defect.

E. MISCELLANEOUS

1. Any dispute arising pursuant to this Limited Warranty shall be governed by the laws of the State of Florida and shall be brought in a court of competent jurisdiction in Sarasota County, Florida.
2. By accepting this warranty, all purchasers agree to waive their right to a trial by jury.
3. This warranty is the complete and full warranty provided by GG Schmitt & Sons and modifies, supersedes, and replaces any previous warranties or promises, oral or written.
4. This warranty may be amended or modified at any time by GG Schmitt & Sons with or without notice, but CANNOT be modified without the express written consent of a GG Schmitt & Sons.