



Dear O'Day Owner:

Congratulations on your purchase of a brand new O'DAY sailboat. We hope it will bring you years of carefree enjoyment.

Please take time to review all the contents of this owner's packet. There is much useful and valuable information included.

Perhaps the most important item is your warranty card. Please be sure to fill it out and return it TODAY...no postage is necessary. In return, ONE free O'Day Tee-Shirt will be sent to you. If your Warranty Card has been removed from the owner's packet or been lost, please contact The O'Day Corporation at 848 Airport Road, Fall River, MA, 02720, 508-678-5291, and we will send you a replacement. We wish to impress upon you, the owner, the importance of the Warranty Card.

1. It registers your boat under your name in our files. This will allow us to contact you directly, if any factory retrofits or repairs are necessary - this could be VERY IMPORTANT to you.
2. The U. S. Coast Guard requires us to keep a file, so that we may notify owners in case of a major recall. This file can only be accurate if we have your address. Otherwise, we must attempt to contact you through your dealer.
3. It automatically enrolls you in the O'DAY Owners Association, which includes all owners of O'Day sailboats from 12 to 40 feet in length. A free newsletter, which includes tales of adventure, race results, photos, tuning maintenance tips, plus announcements of new products is published yearly. This is your newsletter, and we welcome your ideas and suggestions at any time. The Association also conducts rendezvous where owners can get together for social activities, casual racing, and good times. We will inform you ahead of time whenever a rendezvous is scheduled.

Fair winds and smooth sailing,

2-10-89

848 AIRPORT ROAD ► FALL RIVER, MA 02720 ► (617) 678-5291
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LIMITED 1-YEAR WARRANTY

Limited 30-Day Warranty For Commercial Use

The O'Day Corporation warrants each new O'Day boat manufactured by it to be free from defects in material and workmanship, under normal noncommercial use and service, for a period of 1 year after commissioning by the original retail customer, but in no event later than two years from the date of shipment by The O'Day Corporation, subject to the terms and conditions stated below.

- 1) **WARRANTOR.** This warranty is granted by The O'Day Corporation, 848 Airport Road, Fall River, Massachusetts 02720-4793.
- 2) **PARTIES TO WHOM WARRANTY IS EXTENDED.** This warranty shall extend to any buyer (other than for purposes of resale or use in the ordinary course of the buyer's business), and any non-commercial transferee to whom such product is transferred during the warranty period and who normally uses it for personal, family or household purposes. For O'Day boats used commercially, this warranty also extends but it expires thirty (30) days after commissioning by the original purchaser.
- 3) **PARTS COVERED.** All parts manufactured by The O'Day Corporation, including the hull, deck, and cabinetry are covered by this warranty; the installation work performed by The O'Day Corporation on components not manufactured by it, is also covered by this warranty.
- 4) **PARTS NOT COVERED.** The following parts are not covered by this warranty:
 - a) masts, plywood, teak, external finishes (which include paint and gelcoat), and upholstery; and
 - b) engines, toilets, stoves, refrigerators, batteries, ignition systems, lighting devices, blowers, propellers, and other parts and equipment manufactured by others.The O'Day Corporation will forward the owner warranties, if any, extended by other manufacturers.
- 5) **REMEDY.** If within the applicable warranty period any part or installation work covered by this warranty proves to be defective in material or workmanship, then The O'Day Corporation shall, at its sole option, repair or replace the defective part. Parts and labor shall be at the expense of The O'Day Corporation, but not transportation costs.
- 6) **PROCEDURE FOR OBTAINING PERFORMANCE UNDER THIS WARRANTY.** In order to obtain performance of the obligations under this warranty, the owner must promptly (within thirty days of discovery of the defect) notify The O'Day Corporation or an authorized O'Day service center of the defect, and at The O'Day Corporation's or the authorized O'Day service center's direction, return the defective part or product to be repaired or replaced under this warranty to an authorized O'Day service center. If repair or replacement by an authorized O'Day service center is determined by The O'Day Corporation to be impractical, the owner shall return the defective part or product to The O'Day Corporation. All transportation costs to and from the authorized O'Day service center or The O'Day Corporation, and all haulout, launching and rigging costs, will be at the expense of the owner.
- 7) **DESIGN CHANGES.** The O'Day Corporation reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured or advertised.
- 8) **ENTIRE WARRANTY.** This warranty may be altered only in writing signed by an officer of The O'Day Corporation. It may not be altered or extended orally or in writing by any other person.
- 9) **EXCLUSIONS AND IMPLIED WARRANTIES.** This warranty does not extend to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the operation and maintenance instructions furnished with each new product, unreasonable use, accidents, alterations, or ordinary wear and tear. **IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, AND FITNESS, ARISING UNDER STATE LAW, ARE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY, WHERE SUCH LIMITATION IS PERMITTED. THE O'DAY CORPORATION SHALL NOT BE RESPONSIBLE FOR LOSS OF USE OF ANY PRODUCTS, LOSS OF TIME, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO BUSINESS OR PROPERTY, WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.** Some states do not allow (a) limitations on how long an implied warranty lasts or (b) the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not be applicable. This warranty gives the owner specific legal rights, and there may also be other rights which vary from state to state.