

# **STARCRAFT PONTOON**

**2009**

## **LIMITED LIFETIME WARRANTY**

Effective Date July 1, 2007

Starcraft Marine, LLC (hereinafter called "Boat Manufacturer") warrants that its pontoon boats will be free from defects in materials or workmanship under normal operating conditions as provided in this Limited Warranty. This Limited Warranty does not mean that each boat is defect free. Defects may be unintentionally introduced into boats during the design or manufacturing processes and such defects could result in the need for repairs. This Limited Warranty shall not be deemed to have failed its essential purpose so long as Starcraft, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner.

### **Limited Lifetime Pontoon Warranty**

Boat Manufacturer will repair or replace, in its discretion, any Structural Pontoon Defect, as defined below, which is caused by a defect in factory materials or workmanship, for as long as the original purchaser owns the Boat. For purposes of this limited warranty: 1) The "Pontoons" shall mean the deck only (carpet excluded), tubes, transom, channels, perimeter deck trim and plastic roto-molded seat bases; and 2) a "Structural Pontoon Defect" shall mean a substantial defect in the Boat's Pontoons which causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions. Structural damage to the tube seam caused by striking an object is not covered.

### **Limited Lifetime Wood Warranty**

Boat Manufacturer will repair or replace, in its discretion, any defect in any wooden deck or wooden component, including transom and floors, which is caused by a defect in materials or workmanship, for as long as the original purchaser owns the boat.

### **Limited Five Year Carpet, Upholstery Vinyl and Bimini Top Fabric Warranty**

Boat Manufacturer will repair or replace, in its discretion, any defect in carpet or upholstery vinyl due to fading or workmanship for five years from date of delivery of the boat to the original retail purchaser. Boat Manufacturer will repair or replace any defect in the bimini top fabric due to excessive loss of color or strength for five years from date of delivery of the boat to the original retail purchaser. For the first three years this limited warranty to the Bimini top fabric shall cover material and labor and for the next two years, only materials shall be covered.

### **Limited One-Year Parts and Components Warranty**

Boat Manufacturer will repair or replace, in its discretion, any part or component manufactured or installed by Boat Manufacturer found to be defective in factory materials or workmanship, which does not constitute a Structural Pontoon Defect, within one (1) year of the date of delivery of the boat to the original retail purchaser. Boat Manufacturer's obligation under this limited warranty shall be limited to the repair or replacement of parts that are found to be defective in factory materials or workmanship. Such equipment or accessories may also carry its own individual warranty provided by its manufacturer and /or distributor ("Component Manufacturer"). Such additional warranties by the Component Manufacturer are hereby assigned to the retail purchaser, to the extent permitted by the Component Manufacturer.

### **Transferability**

The lifetime coverage of the Limited Lifetime Pontoon Warranty extends only to the first retail purchaser. The lifetime coverage of the Limited Lifetime Wood Warranty extends only to the first retail purchaser. The Limited Lifetime Wood Warranty may be transferred\* by the first retail purchaser to subsequent retail purchasers, but upon transfer, it will expire ten (10) years from the date of original purchase by the first retail purchaser, as reflected in Boat Manufacturer's records. The Limited Five-Year Carpet, Upholstery Vinyl and Bimini Top Fabric Warranty extends only to the first retail purchaser and is not transferable. The Limited One Year Parts and Components Warranty may be transferred\* by the first retail purchaser once to a second retail purchaser. To activate a transfer of all these Limited Warranties, the second retail purchaser must send a written request to Boat Manufacturer within thirty (30) days of the purchase of the boat. Boat Manufacturer reserves the right to reject any warranty transfer request, including those for a boat that has been damaged, neglected, or otherwise previously excluded from warranty.

\*This Limited Warranty will not transfer to any new owner of a boat, which has been salvaged, and resold, or resold after a declaration of a total loss or a constructive total loss, i.e. the cost of repair exceeds the value of the boat.

### **What Is Not Covered**

This Limited Warranty does not apply to:

1. Component parts not manufactured or installed by Boat Manufacturer, including but not limited to: engines, drive

trains, trolling motors, controls, props, depth finders, batteries, trailers and trailer tires. Such equipment or accessories may carry their own individual warranties provided by the respective Component Manufacturer. The warranties provided by the Component Manufacturer on such component parts are hereby assigned to the retail purchaser, to the extent permitted by the Component Manufacturer, as the retail purchaser's sole and exclusive remedy with respect to such items.

2. Window damage, alignment, breakage or water leakage, including water leakage through convertible tops;
3. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading or oxidation of gel coat, wood finishes (varnishes, stains and paints), plastics, trim tape, plated or painted metal;
4. Any boat which has been altered or modified from Boat Manufacturer factory specifications.
5. Any boat initially sold at retail by a party other than an authorized Boat Manufacturer dealer.
6. Any boat which has been used for racing or any military purposes, or which has been overpowered according to Boat Manufacturer factory or U.S. Coast Guard specifications for such boat or use of a jack plate not installed by Boat Manufacturer.
7. Any boat used for commercial purposes.
8. Any unauthorized repair or installation.
9. Damage due to inadequate trailer support, transom support or improperly designed or assembled trailers;
10. Any failure or defect caused by an accident; product abuse or misuse; failure of the owner to use, maintain, or store the boat as specified in Boat Manufacturer's owner's manual(s); normal wear and tear, and any other failure to provide reasonable care and maintenance.
11. Any transportation, haul out, or other expenses incurred in returning the boat to the selling dealer or to the Boat Manufacturer factory for warranty service.
12. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics.
13. Damage due to improperly secured upholstery.
14. Damage due to improperly cleaned upholstery, note: power washing is not an approved method, please see cleaning guide for approved cleaners and procedures.
15. Damage to interior upholstery and carpet not protected from the sun, weather and other elements when not in regular use. The life span and cleanliness of seating, carpet and vinyl will be directly related to the protection it receives.
16. Seat stains or discoloration from pollen, leaves, dirt, and other elements.
17. Damage, shrinkage, or deterioration of carpet, snaps, binding, upholstery and exterior canvas tops, enclosures, and weather covers (including rainwater leakage).
18. Any failure or defect caused by an act of nature resulting in damage, cost, or expense;
19. Any boat, which has been salvaged or declared a total loss or a constructive total loss for any reason, not covered by this Limited Warranty; and/or
20. Galvanic reactions or corrosion that are a result of a change to the boat's electrical system or external electrical systems which do not comply with current US Coast Guard standards and current American Boat and Yacht Council standards.

#### **Other Limitations and Disclaimers**

1. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDED BY BOAT MANUFACTURER ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY EXCLUDED. BOAT MANUFACTURER FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.
2. TO THE EXTENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS IMPLIED BY LAW AND CAN NOT BE DISCLAIMED UNDER APPLICABLE LAW DESPITE THE DISCLAIMER HEREIN, SUCH WARRANTIES SHALL BE LIMITED TO THE DURATION OF ONE YEAR FROM THE DATE OF DELIVERY OF THE BOAT TO THE FIRST RETAIL OWNER.
3. NEITHER BOAT MANUFACTURER NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE; LOSS OF USE OF THE BOAT; LOSS OF TIME, PROFITS OR INCOME; INCONVENIENCE; COMMERCIAL OR ECONOMIC LOSS; OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.
4. IN NO EVENT SHALL ANY REPAIR OR REPLACEMENT UNDER THIS LIMITED WARRANTY EXCEED THE FAIR MARKET VALUE OF THE CUSTOMER'S BOAT AS OF THE DATE THE CUSTOMER PROVIDES NOTIFICATION OF THE DEFECT.
5. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG ANY IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE. THIS LIMITED WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.
6. Owners in the European Union (EU) may have legal rights under applicable national legislation governing the sale of consumer goods, which are not affected by this express limited transferable warranty. If these laws apply to the owner of the boat, then the boat may be returned to any authorized Boat Manufacturer dealer in the EU, at the owner's expense. Information relating to authorized EU dealers may be obtained by contacting Boat Manufacturer at the number listed below.
7. The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of the Boat Manufacturer boat may not be modified, altered or waived by any action, inaction or representations, whether oral or in writing, except upon the express, written authority of an executive management employee of Boat Manufacturer.

8. Boat Manufacturer reserves the right to make changes in or additions to boats built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to boats previously built or sold.
9. Boat Manufacturer and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain boats or boat populations, at the sole discretion of Boat Manufacturer. The fact that Boat Manufacturer has provided such measures to a particular boat or boat population in no way obligates Boat Manufacturer to provide similar accommodations to other owners of similar boats.

### **The Owner's Obligations**

All warranty repairs must be by an authorized service center. Warranty repair authorization must be given by a Boat Manufacturer Customer Service Representative before a repair is made. Warranty approval or denial is at Boat Manufacturer's discretion.

You must submit the Limited Warranty Registration Card within 30 days of delivery of the boat in order to activate warranty coverage. All warranty work or repairs must be referred to the selling dealer for authorization as a condition precedent to limited warranty coverage. An authorized Boat Manufacturer Marine dealer must perform all warranty work. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the boat may need to be taken to another authorized dealer or returned to Boat Manufacturer. Boat Manufacturer must receive written notice of any remaining warranty claims from the owner prior to the expiration of the owner's limited warranty, and the owner must allow Boat Manufacturer an opportunity to resolve the matter. The Owner must notify Boat Manufacturer of any boat being repaired by an authorized Boat Manufacturer dealer, which has been at the dealership for fifteen (15) days, or of any claimed defect, which was not corrected after one repair attempt.