

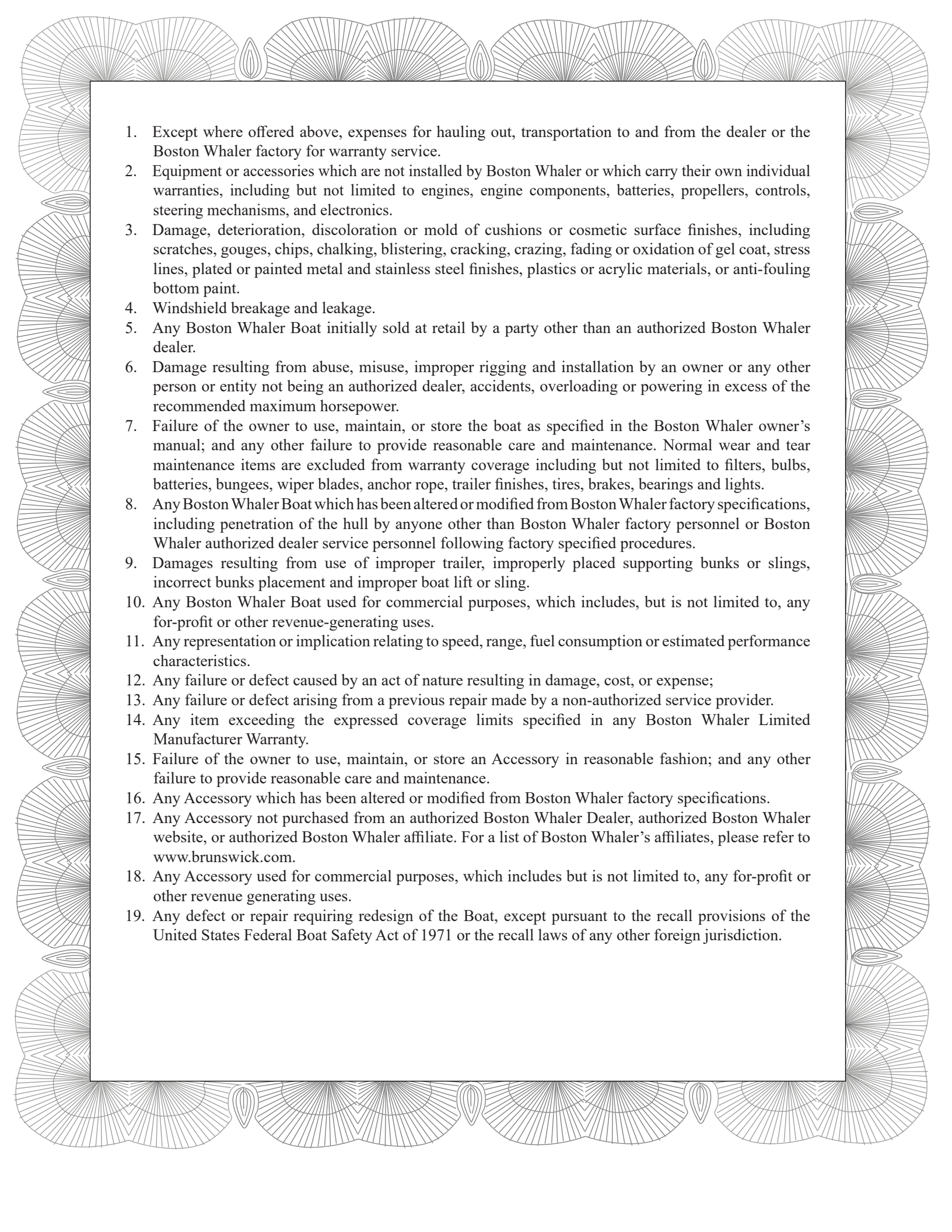
## **BOSTON WHALER LIMITED MANUFACTURER WARRANTY (US AND CANADA)**

Boston Whaler, Inc. ("Boston Whaler") provides the following Limited Manufacturer Warranty to the original retail owner of its 2020 model year boats, if purchased from an authorized Boston Whaler Dealer and operated under normal, non-commercial use ("Boat"), subject to the remedies, exclusions, and limitations set out below.

1. **Ten-Year Structural Hull Limited Warranty:** Any Structural Hull Defect in material or workmanship which is reported within ten (10) years from the date of sale to the original retail owner will be repaired or replaced at Boston Whaler's sole discretion. The "Hull" shall mean the single fiberglass molded shell and integral structural components. A Structural Hull Defect shall mean a substantial defect in the Boat's Hull which causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions
2. **Three-Year Limited Warranty on Components Manufactured or Installed By Boston Whaler: (not applicable to 13 Super Sport or 16 Super Sport models):** Boston Whaler will repair or replace, at its sole discretion, any components manufactured or installed by Boston Whaler that are defective in factory materials and/or workmanship, which are reported within three (3) years from the date of sale to the original retail owner, and are not addressed in the specific warranties listed in paragraphs 1 or 4 or set out in the Exclusions paragraph below.
3. **One-Year Limited Warranty on Accessory Components for the 13 Super Sport and 16 Super Sport Models:** Boston Whaler provides the following Limited Warranty to the original retail owner of any factory-authorized accessory for the 2020 model year 13 Super Sport and 16 Super Sport, if purchased from an authorized Boston Whaler Dealer, authorized Boston Whaler website or any Boston Whaler affiliate and utilized under normal, non-commercial use ("Accessory"), subject to the remedies, exclusions, and limitations set out below. Boston Whaler will repair or replace, at its sole discretion, any Accessory that is defective in material or workmanship, which is reported within one (1) year from the date of sale to the original retail owner. Boston Whaler is not responsible for any defect and/or damage to the Accessory and/or the boat caused by improper installation, whether performed by the retail owner, dealer or any other third party.
4. **One-Year Limited Warranty on Upholstered Items, Canvas, Teak, and Powder Coating:** Boston Whaler will repair or replace, at its sole discretion, any upholstered items, canvas, teak, and powder coating manufactured or installed by Boston Whaler that are defective in factory materials and/or workmanship and are reported within one (1) year from the date of sale to the original retail owner.
5. **Transportation:** For warranty claims filed under the following provisions 1) Ten-Year Structural Hull Limited Warranty, 2) Three-Year Limited Warranty for Warranty Servicing of Vessels with Beams greater than 8.5 feet and not legally trailer-able without special permits and 3) One-Year Limited Warranty for Warranty Servicing of Vessels not offered with a standard trailer: Reasonable expenses, at Boston Whaler's sole discretion, for hauling out, transportation to and from the dealer or other service provider authorized by Boston Whaler for warranty service.
6. **Limited Engine Warranty:** Retail owners are entitled to the limited engine warranty as provided in the warranty manual from the engine manufacturer delivered to the retail owner with the Boston Whaler Boat.

### **EXCLUSIONS**

This Limited Manufacturer Warranty does not apply to any boat which has been salvaged or declared a total loss or constructive total loss for any reason not covered in this limited warranty. This Warranty also does not apply to the following items:

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1. Except where offered above, expenses for hauling out, transportation to and from the dealer or the Boston Whaler factory for warranty service.
  2. Equipment or accessories which are not installed by Boston Whaler or which carry their own individual warranties, including but not limited to engines, engine components, batteries, propellers, controls, steering mechanisms, and electronics.
  3. Damage, deterioration, discoloration or mold of cushions or cosmetic surface finishes, including scratches, gouges, chips, chalking, blistering, cracking, crazing, fading or oxidation of gel coat, stress lines, plated or painted metal and stainless steel finishes, plastics or acrylic materials, or anti-fouling bottom paint.
  4. Windshield breakage and leakage.
  5. Any Boston Whaler Boat initially sold at retail by a party other than an authorized Boston Whaler dealer.
  6. Damage resulting from abuse, misuse, improper rigging and installation by an owner or any other person or entity not being an authorized dealer, accidents, overloading or powering in excess of the recommended maximum horsepower.
  7. Failure of the owner to use, maintain, or store the boat as specified in the Boston Whaler owner's manual; and any other failure to provide reasonable care and maintenance. Normal wear and tear maintenance items are excluded from warranty coverage including but not limited to filters, bulbs, batteries, bungees, wiper blades, anchor rope, trailer finishes, tires, brakes, bearings and lights.
  8. Any Boston Whaler Boat which has been altered or modified from Boston Whaler factory specifications, including penetration of the hull by anyone other than Boston Whaler factory personnel or Boston Whaler authorized dealer service personnel following factory specified procedures.
  9. Damages resulting from use of improper trailer, improperly placed supporting bunks or slings, incorrect bunks placement and improper boat lift or sling.
  10. Any Boston Whaler Boat used for commercial purposes, which includes, but is not limited to, any for-profit or other revenue-generating uses.
  11. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics.
  12. Any failure or defect caused by an act of nature resulting in damage, cost, or expense;
  13. Any failure or defect arising from a previous repair made by a non-authorized service provider.
  14. Any item exceeding the expressed coverage limits specified in any Boston Whaler Limited Manufacturer Warranty.
  15. Failure of the owner to use, maintain, or store an Accessory in reasonable fashion; and any other failure to provide reasonable care and maintenance.
  16. Any Accessory which has been altered or modified from Boston Whaler factory specifications.
  17. Any Accessory not purchased from an authorized Boston Whaler Dealer, authorized Boston Whaler website, or authorized Boston Whaler affiliate. For a list of Boston Whaler's affiliates, please refer to [www.brunswick.com](http://www.brunswick.com).
  18. Any Accessory used for commercial purposes, which includes but is not limited to, any for-profit or other revenue generating uses.
  19. Any defect or repair requiring redesign of the Boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction.



### **SOLE REMEDY**

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED MANUFACTURER WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST BOSTON WHALER FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Boston Whaler reserves the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event shall any repair or replacement under this Limited Manufacturer Warranty exceed the fair market value of the product as of the date of the owner's claim. Acceptance of any product returned or any refund provided by Boston Whaler shall not be deemed an admission that the product is defective. Products that are replaced become the property of Boston Whaler.

### **OTHER LIMITATIONS**

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY BOSTON WHALER ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. BOSTON WHALER 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 MANUFACTURER WARRANTY. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. TO THE EXTENT THE IMPLIED WARRANTY CANNOT BE DISCLAIMED, IT IS LIMITED TO THE SHORTER OF ONE YEAR FROM THE DATE OF DELIVERY TO THE FIRST RETAIL OWNER OR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW, NEITHER BOSTON WHALER, NOR THE SELLING DEALER, SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES DO NOT ALLOW 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 THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

### **STATUTE OF LIMITATIONS**

Any action for rescission or revocation against Boston Whaler shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant any consumer a right of rescission or revocation against Boston Whaler, where such right does not otherwise exist under applicable law. Some states may not allow the applicable statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail owner.

## **OWNER'S OBLIGATIONS**

To initiate a warranty claim, it is the responsibility of the owner to contact an authorized Boston Whaler dealer immediately after discovery of any defect, describe the nature of the problem, and provide a hull serial number, date of purchase, and name of selling dealer. The authorized dealer will notify Boston Whaler, who is solely responsible for determining and authorizing in writing the remedial action(s) to be performed at either an authorized Boston Whaler dealership chosen by Boston Whaler or at the Boston Whaler factory. The owner should notify Boston Whaler of any boat being repaired by an authorized Boston Whaler dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. Our privacy policies are available at [bostonwhaler.com](http://bostonwhaler.com).

## **ASSIGNMENT OF COMPONENT WARRANTIES**

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts on the boat (collectively "Component Manufacturers") are hereby assigned to the owner to the extent permitted by the Component Manufacturers, as the owner's sole and exclusive remedy with respect to such items.

## **REGISTRATION & WARRANTY TRANSFER POLICY**

The limited warranty coverage is activated by the authorized selling dealer registering the sale of a new Boat with Boston Whaler. The Ten-Year, Three-Year, and One-Year limited warranties are transferable to a subsequent owner, except the one-year Accessory warranty which is not transferrable, and this Limited Manufacturer 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. The new owner must fill out and send in a Boston Whaler warranty transfer form, accessible from [www.bostonwhaler.com](http://www.bostonwhaler.com), and a copy of the bill of sale to Boston Whaler, 100 Whaler Way, Edgewater, Florida 32141, within 30 days of purchase.

## **MODIFICATIONS & SEVERABILITY**

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of this vessel may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a management level employee of Boston Whaler. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

## **GOVERNING LAW AND VENUE**

This Warranty shall be interpreted and construed according to and governed by the laws of the State of Tennessee, without regard to conflict of law principles. Venue for any and all disputes arising out of or related to this Warranty, including without limitation the interpretation, performance or breach of this Warranty, shall be solely and exclusively before the United States District Court for the Eastern District of the State of Tennessee. The parties consent to the in *personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406 (or any successor statutes) or the doctrine of *forum non conveniens*. If the United States District Court does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Knox County, Tennessee, and the parties consent to the personal jurisdiction of such court for the purpose of such litigation.





## **SAFETY**

It is your responsibility (as well as the responsibility of any other operator of this boat) to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating, navigation and boating safety. You and any other operator of this boat should take a course in boating and boating safety before operation of this boat and should be completely familiar with all systems regarding safe operation of this boat. Personal flotation devices should be worn by each passenger in accordance with U.S. Coast Guard standards and state and federal law.

### **World Headquarters**

**100 Whaler Way**

**Edgewater, FL 32141**

**(386) 428-0057**

**[www.bostonwhaler.com](http://www.bostonwhaler.com)**