

# CRESTLINER LIMITED WARRANTY

## 5.1 Crestliner Limited Warranty

The Crestliner Division of Brunswick Corporation ("Crestliner") warrants to you, the first retail purchaser of a Crestliner 2017 model year boat, if purchased from an authorized Crestliner dealer and operated under normal, non-commercial use ("Crestliner Boat"), that it will repair defects in material or workmanship that are reported within the applicable warranty periods set out below, subject to the remedies, exclusions and limitations set out in this Limited Warranty. This Limited Warranty does not apply to Crestliner Jon riveted boats.

1. Limited Lifetime Welded Hull Seam Warranty. Crestliner will repair or replace, at its sole option, any defect in material or workmanship in the main seam welds, located where the hull side meets the gunnel, the bottom chine, and the transom; and at the center of the hull, ("Main Seam Welds") which is reported during the period of ownership of the original retail owner.
2. Limited Ten-Year Interior Support, Beam, Rib, or Brace Warranty. Crestliner will repair or replace, at its sole option, any defect in material or workmanship reported in an interior support, beam, rib, or brace which is reported within ten (10) years from the date of the first retail purchase.
3. Limited Lifetime Floor Warranty. Crestliner will repair or replace, at its sole option, any defect in material and workmanship on flooring panels, and damage to flooring panels as a result of fungal decay/rot, termites and/or other wood eating insects, when such damage or defect would make the panel structurally unfit for its intended application, if reported during the period of ownership of the original owner.
4. Limited Ten-Year Pro-Rated Welded Hull Seam, Interior Support, Beam, Rib, Brace, or Floor Warranty to Subsequent Retail Owners. Upon the subsequent retail owner's receipt of a warranty transfer confirmation from Crestliner, Crestliner will repair or replace, at its sole option, any defect in material or workmanship in the main seam welds, interior support, beam, rib, brace or flooring panels, and damage to flooring panels as a result of fungal decay/rot, termites and/or other wood eating insects, when such damage or defect would make the panel structurally unfit for its intended application when such damage is reported within ten (10) years from the date of the first retail purchase based on the prorated schedule set out in Paragraph 8 below for the subsequent retail owner. See "Warranty Transfer Policy" paragraph for more details.
5. Transferable Limited Three-Year Controls, Pumps, Radios, Canvas and Hardware Warranty. Crestliner will administer warranties provided by component original equipment manufacturers ("Component OEMs") for controls, pumps, radios, and hardware which are reported three (3) years from the date of the first retail purchase on the Crestliner Boat. Crestliner does not adopt or assume liability for Component OEMs' limited warranties by providing this coordination and administration service to you. This limited warranty is transferable upon receipt of a warranty transfer from Crestliner.
6. Transferable Limited Three-Year Non-Structural Materials/Workmanship in Crestliner Warranty. Crestliner will repair or replace, at its sole option, all defects in materials and workmanship which are either not covered, limited, or excluded by any other provision of Crestliner's Express Limited Warranty for a Crestliner boat maintained in fresh water during the entire three year period, which are reported within a period of three (3) years from the date of the first retail purchase. This limited warranty is transferable upon receipt of a warranty transfer from Crestliner.
7. Non-Transferable Limited Paint Warranty. This limited warranty is not transferable. Crestliner will provide to the first retail owner repair or replacement, at its sole option, of any defect in material or workmanship in:
  - (a) the original factory paint located above the water line on the Crestliner Boat which is reported within (3) years from the date of the first retail purchase, and
  - (b) the original factory paint located below water line which is reported within one (1) year from the date of the first retail purchase.

8. Pro-Rated Schedule for Transferable Limited Warranties to Subsequent Retail Owners: This Pro-Rated Schedule should be used for the following limited warranty provisions: (1) the limited Ten-Year Pro-Rated Welded Hull Seam, Interior Support, Beam, Rib, Brace or Floor Warranty to Subsequent Retail Owners set out in paragraph 4 above.

Year	1	2	3	4	5	6	7	8	9	10
Crestliner Pays	100%	100%	100%	90%	80%	70%	60%	50%	40%	30%
You Pay	0%	0%	0%	10%	20%	30%	40%	50%	60%	70%

Non-Transferable Commercial Use of Boat: Commercial use or livery service is limited to coverage for structural defects in the hull or deck only for one (1) year from the date of delivery to the first retail customer, subject to the "Exclusions" section set forth below and all limitations set out in preceding and subsequent paragraphs. No other warranties are extended to boats in commercial use or livery service. This limited warranty is not transferable to any subsequent owner. As used herein, the phrase "commercial use" includes but is not limited to any for-profit use.

### EXCLUSIONS

9. This warranty will not apply to any Crestliner Boat manufactured for use in the North American Continent, sold to an international consumer outside of the selling dealer's territory. Specifically, but not limited to sales to a consumer in Australia as boats for international territories require specific modifications to comply with the Australian and EEU Regulations.
10. A Crestliner Boat, including its components, that has been damaged, altered or modified so as to adversely affect its operation, performance or durability, including 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;
11. Engines, outdrives, accessories and other equipment with their own respective manufacturer's warranty programs;
12. Windshield breakage and leakage around windshields, hatches or other designed openings;
13. Damage resulting from oxidation, galvanic, electrolytic corrosion, salt water or improper use of paints. Note that surface contaminants could cause oxidation if not removed from the vessel; therefore, owners should ensure that such contaminants are kept free from the vessel as needed;
14. Any Crestliner Boat which has been abused or misused, improper rigging and installation by an owner or any other person or entity not being an authorized dealer, used in a negligent manner, used for racing, used without normal maintenance, operated contrary to any instruction furnished by Crestliner, or operated in violation of any Federal, State, Coast Guard or other governmental agency laws, rules or regulations;
15. Weight, speed, fuel consumption or another estimated performance characteristic;
16. Loss of time, inconvenience, rental charges, boat payments, travel expense, loss of use, legal fees, haul out, launch, towing and storage charges, loss of or damage to personal property, or other remedies not specifically allowed;
17. Any Crestliner Boat which has been overpowered according to the maximum recommended engine horsepower specified on the capacity plate, or which has been altered by the use of a transom bracket, jack plate or power pole;
18. Canvas that has mildewed or become moldy or been stored improperly, zippers, vinyl, upholstery, plastics, fabric or trim;
19. Dealer preparation, cleaning and final adjustments and alignments in preparing the boat for delivery;
20. Repairs made necessary due to inadequate trailering or trailer support, or trailers that are improperly assembled, designed, adjusted or loaded;
21. Paint below the waterline after (1) one year from the date of purchase, and damage to paint at any time due to trailering and launching;

22. Transportation to the dealer for warranty repairs;
23. Any modifications to a Crestliner Boat based on design or manufacturing changes, or standard options, accessories or warranties added, improved, or revised from previous Crestliner boats. Crestliner reserves the right to change or improve the design or manufacture of Crestliner boats without any obligation to modify previous boats.
24. Any failure or defect arising from a previous repair made by a non-authorized service provider.;
25. Any item exceeding the expressed coverage limits specified in any Crestliner Limited Warranty.
26. 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 WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CRESTLINER BOAT FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Crestliner 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 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 Crestliner shall not be deemed an admission that the product is defective. Products that are replaced become the property of Crestliner.

Assignment of Component Manufacturer 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.

#### **OTHER LIMITATIONS**

EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN EXPRESS LIMITED WARRANTIES BY CRESTLINER, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY CRESTLINER ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. CRESTLINER 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.

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 CRESTLINER, NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE 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.

RETAIL CUSTOMERS IN THE EUROPEAN ECONOMIC AREA (EEA) MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. THE RETAIL CUSTOMER'S LEGAL

RIGHTS UNDER ANY APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS SHALL NOT BE AFFECTED. Information on authorized EEA dealers and EEA Privacy may be obtained by contacting Crestliner at [www.crestliner.com](http://www.crestliner.com).

#### **STATUTE OF LIMITATIONS**

Any action for rescission or revocation against Crestliner 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 Crestliner, 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 obtain service under this Limited Warranty, contact your Crestliner dealer within the applicable warranty period. The Crestliner Boat, including any alleged defective part, must be returned to an authorized Crestliner dealer. All warranty work will be performed at an authorized dealer, at the Crestliner factory, or at another repair facility that Crestliner approves. The owner is responsible for the expense associated with transporting the Crestliner Boat to and from the repair facility. Our privacy policies are available at <http://www.crestliner.com>.

Please notify Crestliner of any Crestliner Boat being repaired by an authorized Crestliner dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. Crestliner 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 Crestliner an opportunity to resolve the matter.

#### **WARRANTY TRANSFER POLICY**

Certain warranty provisions set out above are transferable to any subsequent owner, except that this limited warranty will not transfer to any new owner of a Crestliner 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 Crestliner boat. The new owner must fill out and send in a Crestliner warranty transfer form, available from authorized Crestliner dealers or online at [www.crestliner.com](http://www.crestliner.com), a copy of the bill of sale, and a \$100 fee to Crestliner Warranty Transfer, at the address below, 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 Crestliner. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.**

CRESTLINER

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