

BENNINGTON LIMITED WARRANTY

North American Limited Product Warranty (Excludes Overseas, Commercial, and Rental Applications)

1. WHO WARRANTS THE WARRANTY. The boat as described and limited herein has its product warranty extended by the manufacturer and installer of the boats manufactured by Pontoon Boat, LLC 2805 Decio Drive, Elkhart, an Indiana corporation, hereinafter referred to as Bennington.

2. WHO IS COVERED. The warrantor, Bennington, warrants coverage for private, non-commercial, normal use. See details regarding transferability below. Any product used for commercial purposes, including, but not limited to rental fleets, demonstrators, competitive racing and other commercial uses shall have a one (1) year limited warranty for material and workmanship defects after the original invoice date to the Bennington dealer. This one year period will apply the same terms and conditions as are otherwise set forth herein except for length of time.

3. WHAT IS COVERED. Bennington, your warrantor extends the following limited warranty to you, which limited warranty covers your Bennington pontoon as to material defects and all materials and workmanship supplied by or performed by Bennington.

4. WARRANTY PERIOD. The Bennington limited warranty is expressed as follows, except for and subject to other coverages and conditions listed in the limited warranty. **Limited lifetime structural warranty and wood component warranty.** Bennington provides a limited warranty against structural failure on all pontoons, gates, channels, motor mounts or railings resulting from defects in material and or workmanship under normal non-commercial use. Additionally, Bennington will, at its discretion, repair or replace any wooden deck or wood component which fails as a result of defects in material and or workmanship free of charge for materials and labor to the original owner/retail purchaser only. **Transferability - the Limited lifetime structural warranty and wood component warranty** is transferable within ten (10) years of the original purchase date of the boat. Once transferred, coverage extends for a maximum of ten (10) years from date of original purchase. Completion of a warranty transfer is required through an authorized Bennington dealer.

The warranties listed below are transferable during the warranty period. A warranty transfer is required through an authorized Bennington dealer. **The original retail purchasers of 2017 and newer product are entitled to Ten (10) years of stem to stern coverage. In the event a qualifying Bennington product changes ownership a warranty transfer is required. If a warranty transfer occurs within ten (10) years, the remaining balance of the Ten (10) year stem to stern warranty will apply.**

Ten (10) year limited deck covering and fabric warranty. Warranted from failure due to fading, peeling or cracking for a period of **Ten (10)** years warranty shall include replacement materials and or labor, based upon an inspection by a qualified Bennington representative. Excessive deterioration caused by overexposure to the elements as a result of improperly covering the boat may be excluded from this warranty. Damage resulting in rips, tears, snags and unraveling or other abuse is not covered under this warranty.

Ten (10) year limited Bimini Top fabric warranty. Warranted against excessive loss of color or strength under normal exposure conditions.

Ten (10) year component parts warranty. Including radios, gauges and depth finders not manufactured by Bennington.

Ten (10) year warranty on all other items not specifically addressed above.

5. OTHER WARRANTIES THAT MAY APPLY. Additional component warranties may be provided by the respective manufacturers directly and not by Bennington. Applicable warranties may be found in the product owner's packet or by contacting Bennington's Customer Service Department. Bennington will not pay for or honor any such warranty of these separate manufacturers whether or not they honor such warranty.

6. OWNER'S RESPONSIBILITY. The original owner is required to register this product **within fifteen (15) days of delivery** of the boat by mail or through an authorized Bennington Sales Center. Owner must provide proof of purchase, including date of purchase, name of retailing dealer, boat serial number, and current proof of ownership at time of warranty claim. Proper maintenance and cleaning of the Bennington products and components are the responsibility of the owner. Failure of any product or component caused by improper cleaning procedures, negligence or faulty maintenance procedures is expressly excluded from the warranty. Proper boat registration in compliance with state and federal regulations and the purchase of insurance is the responsibility of the owner.

7. HOW TO GET LIMITED WARRANTY SERVICE. To obtain warranty service, take your boat to the marine dealer where you originally purchased your product, or other authorized Bennington dealer, or another warranty service facility designated by Bennington, and have a warranty claim submitted to Bennington. If you or your dealer has moved, or if your dealer is no longer in business contact Bennington Customer Service, 2805 Decio Drive, Elkhart, Indiana 46514, for the name of your nearest Bennington dealer. Your claim must be made within thirty (30) days of the discovery of the defect. Based on the determination of Bennington, and subject to the terms of the warranty, the warranty repair work will be authorized by Bennington.

8. WHO PERFORMS LIMITED WARRANTY SERVICE. The best place to obtain warranty service is at the Bennington dealer where you originally purchased your product. If the dealer cannot perform the service work they should call Bennington Customer Service for assistance. If you are unable to visit your original marine dealer, contact Bennington Customer Service, 2805 Decio Drive, Elkhart, Indiana 46514, for the name and location of a Bennington dealer near you.

In some instances, Bennington may require that the boat or certain parts be returned to the Bennington manufacturing facility for warranty service. Costs incurred for transporting the boat or parts to and from Bennington are the responsibilities of the owner.

9. MODIFICATIONS OF PRODUCTS. Bennington reserves the right to make changes in design of its products, and changes or improvements to its products, at any time, including during a product year, without imposing any obligation upon Bennington to alter any of its products that were previously manufactured.

10. EXCLUSIONS AND LIMITATIONS. Certain matters, issues and items are not covered by this limited warranty and are expressly limited herein, as follows: Damage caused by abuse, misuse, unreasonable use, neglect of others, failure to observe proper maintenance and operating practices, excessive speed for configuration or conditions, failure to comply to the safety regulations listed in your operators manual, failure to trim boat properly, improper or prolonged storage, submersion in water (under certain circumstances, water can roll over the front deck [bow] of a pontoon boat and cause damage to the bow rails). Corrosion or cosmetic damage from saltwater, towing behind other boats, improper trailers or trailering, mold or mildew related damage, rot or deterioration, improper use or stress on components or parts, attempted disassembly without Bennington authorization, accidents, acid rain, natural disasters, acts of terrorism, acts of war, or acts of God, or normal wear and tear or fading of fabrics and deck coverings. Batteries, engines, props and outdrives. Gelcoat crazing and osmotic blistering. Equipment and accessories added after original purchase. Any non-Bennington supplied products or accessories added or installed by anyone. Replacement parts provided under terms of the warranty will, at the discretion of Bennington, match original equipment, but no guarantee is made as to the ability to do so. When necessary, Bennington will substitute parts of comparable function or value. Bennington will not be responsible for any sums exceeding the cost of defective part or product.

This warranty does not cover any Bennington product that is damaged as a result of electrolysis, stray-current corrosion or galvanic corrosion, or any such corrosion that results from the lack of maintenance of, and/or use of incorrect sacrificial anodes. Corrosion can occur under many different circumstances both in and out of the water which would not be covered under this limited warranty. Electrolysis can cause severe structural damage to a boat and its accessories. To prevent corrosion, precautions should be taken including but not limited to: sacrificial anodes, anti-fouling paint, limited exposure in saltwater, trailers with plastic-tread bunks (do not use carpeted bunks). Fully wash the boat, tubes and cross members immediately after every usage in saltwater.

Warranty will not be extended to non-factory installed items, including, but not limited to, engines and the installation of its components or additional time for adjustments or final assembly for delivery. Bennington will not be responsible nor liable for warranty coverage from use of equipment that exceeds the manufacturing load capacities, certification or horse power for the product. Modifications, alterations, or repairs performed by unauthorized personnel may invalidate all or part of the Bennington warranty. Corrosion due to using non-marine grade screws and fasteners to add, replace, or repair any items will not be covered by warranty. Contact Bennington Customer Service before making any custom changes.

Bennington shall not be responsible nor liable for consequential indirect or incidental damages, mental anguish or distress, such as damage or injury to persons, loss of property, loss of time or inconvenience, loss of revenue, loss of use or enjoyment, towing expenses, haul out or launching expenses, de-rigging or re-rigging charges, gasoline, mileage, Bennington dealer or non-Bennington dealer service calls, charges, transportation, telephone, loading expenses or any similar cost not mentioned above. Damages are exclusively limited to the cost of repair and/or replacement of the damaged or defective part or parts, as the case may be, at the exclusive option of Bennington and Bennington shall not be responsible for any other damages whatsoever.

11. LIMITS OF THE WARRANTY. This written statement of limited warranty represents the entire warranty authorized and offered by Bennington which, pursuant to the terms of this limited warranty, is limited to repair or at the option of Bennington, replacement of parts or equipment that are determined by Bennington to be defective under the terms of this warranty. **TO THE GREATEST EXTENT PERMITTED BY LAW ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR A SPECIFIC PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.** There are no warranties or representations beyond those expressed in this written document. This limited warranty cannot be amended by any dealership, salesperson or agent. No warranties are made on products sold outside the continental United States or Canada. **BENNINGTON SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR ANY OTHER DIRECT OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF TIME, BOAT PAYMENTS, INTEREST, STORAGE AND SLIP FEES, INSURANCE, POSTAGE, AFTERMARKET GOODS, DEPRECIATION OF VALUE DUE TO AGE OR REPAIRS CONDUCTED OR NEEDED, COURT COSTS AND EXPENSES, ATTORNEY FEES, INJURY TO PERSON OR PROPERTY. SOME STATES DO NOT ALLOW ONE OR MORE OF THESE LIMITATIONS, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOUR SPECIFIC SITUATION.**

12. CHOICE OF LAW; JURISDICTION AND VENUE. This warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the State of Indiana without reference to the choice of law or conflict of law principles thereof, and all claims relating to or arising out of this warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the State of Indiana without reference to the choice of law or conflict of law principles thereof. To the extent any action is permitted in a court of competent jurisdiction, such action shall take place in the state or federal courts sitting in Elkhart County, Indiana, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have *in personam* jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by Indiana law.

13. DISPUTE RESOLUTION. Should you be unable to resolve a disagreement with your service facility regarding warranty coverage for a needed repair, contact the Bennington Customer Service Department. Our customer service team will work with you and your dealer to complete needed repairs. If a dispute about warranty service arises between Bennington and you, the owner, a disagreement can be resolved in accordance with customary arbitration procedures agreed upon by both parties. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Bennington and Bennington fails to abide by the ruling. The expenses of this arbitration will be paid by the party against whom the arbitrator(s) rule.

14. STATE and FEDERAL WARRANTY ENFORCEMENT LAWS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state. Some states may have laws which permit owners to obtain a replacement unit or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, Bennington requires that you first provide us with written notification of any service difficulty you have experienced with the Bennington pontoon so that we have an opportunity to make any needed repairs, before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Bennington Customer Service Manager at the address set out above. Always include your Hull Identification Number, found on the aft deck trim of the pontoon. To the extent any provisions of this limited warranty are inconsistent or deemed unenforceable with (or under) State or Federal laws, only those parts shall be deemed to be voided or limited to the extent required to comply with the law at issue.

15. FEDERAL COMPLIANCE. The terms of the warrantors undertaking expressed in this limited warranty are drafted to comply with the Magnuson Moss Warranty Legislation, P.L. 93-637 of 1974, and other applicable law. Any warranty provisions promulgated by the Federal Trade Commission pursuant to rules or any other law relative thereto are expressly incorporated herein.