## RINKER BOAT LIMITED WARRANTY Limited Lifetime Warranty for 186 Rinker Boats (the "Product").

# Manufactured by Rinker Boat Company, LLC a division of Nautic Global Group, LLC

## **COVERAGE PROVIDED:**

Rinker Boat Company, LLC ("Rinker Boats") warrants to the original retail consumer/purchaser only ("Owner") that, during the term of this warranty (the "Warranty"), subject to the terms below, it will repair or replace defects in materials or workmanship and that the Hull, as defined below, is safe and fit for normal use under normal operating conditions.

#### WARRANTY PERIODS:

Hull Fiberglass Structure - Limited Lifetime Pro-Rated Warranty with Exclusions. Except as otherwise set forth in this Warranty and subject thereto, Rinker Boats warrants to the Owner that the Hull shall be free of structural defects for so long as Owner owns the Product. For purposes of this Warranty, the term "structural defect" shall mean a substantial defect in the Product's Hull which, in Rinker Boat's sole discretion, causes the Product to be unfit or unsafe for general use as a pleasure craft under normal operating conditions. For purposes of this Warranty, the term "Hull" is defined as the single fiberglass molded shell and integral fiberglass structural components located below the Hull flange. Rinker Boats shall repair or replace defects in materials and workmanship and structural defects as follows:

Pre-approved Structural Defect Repairs- During the first five (5) years of this Warranty, Rinker Boats shall pay 100% of the costs pre-approved in writing by Rinker Boats to repair or replace the structural defects. During the remainder of this Warranty, Rinker Boats shall pay 10% of the costs pre-approved in writing by Rinker Boats, to repair or replace the structural defects.

Pre-approved Materials and Workmanship Repairs and Replacement. Except as set forth in the applicable manufacturer's (of other components) own warranty statement, during the first year of this Warranty, Rinker Boats shall pay 100% of the costs pre-approved in writing by Rinker Boats to repair or replace a defect in materials or workmanship of all other components.

This Warranty extends only to the first retail consumer/purchaser and begins on date of purchase to such Owner. Written notice of defects subject to warranty coverage must be given to Rinker Boat Company, LLC, P.O. Box 1158, Elkhart, IN 46518, or the selling dealer within thirty (30) days after the defect (i) is discovered by the Owner; or (ii) would have been discovered by a reasonably prudent owner. The notice must be received by Rinker Boats during the applicable warranty term or no later than thirty (30) days after its expiration. Subject to the foregoing, if any part of the Product fails as a result of manufacturing defect during warranty coverage time, it will be repaired. If repairs are required, they will be made without charge, excluding any transportation costs, after the Product is taken to the selling dealer or a Rinker Boats authorized service center. Exclusions are set forth below.

#### **OWNER'S OBLIGATIONS:**

The Owner is responsible for normal maintenance. See Owner's Manual for maintenance requirements. Minor adjustments may be performed by the selling dealer, provided the Owner makes the Product available at the dealership, during the first ninety (90) days of the Warranty term. Thereafter, such adjustments are the responsibility of the Owner as normal maintenance unless required as a direct result of repair or replacement of a defective part under this Warrantv.

The Owner shall contact the selling dealer or a Rinker Boats authorized service center if a problem occurs which may be covered by this Warranty with sufficient information to resolve the matter. The Owner shall be responsible for all transportation costs to a Rinker Boats designated warranty service facility or the selling dealer for warranty service.

#### **DEALER OBLIGATIONS:**

g.

5.

The selling dealer is obligated to maintain and protect the Product against weather deterioration prior to the retail sale, to perform a detailed pre-delivery inspection, and to provide warranty service pursuant to this Warranty.

If the selling dealer is unwilling to resolve a problem which the Owner is convinced is covered by this Warranty, the owner should write Rinker Boats at the address listed above or fax Rinker Boats at (574) 457-4290, attention Warranty Service Department, with a description of the problem and any and all attempts made to resolve it. Rinker Boats will review the problem to determine if this Warranty is applicable, and will immediately provide written notice to the Owner and selling dealer.

## **EXCLUSIONS:**

- Notwithstanding anything herein to the contrary, this Warranty does not cover or include: 1. Equipment, electronics and appliances (such as engines, outdrive, propulsion systems, stereos, generators, refrigerators, air conditioners and batteries) which are warranted directly by their respective manufacturer. Copies of those written warranties may be provided to the Owner by the selling dealer at time of retail sale and it is Owner's obligation to request all such documents. Dealer installed electronics, equipment and appliances. 2.

  - 3. Damage caused by or related to:
    - Environmental conditions (salt, hail, freeze damage and chemicals in the atmosphere, etc.) a.
    - Accidents, misuse, negligence, overloading, or improper dealer handling. Failure to perform normal maintenance. h
    - c.
    - d. Alteration or modification of the Product, including but not limited to, non-factory installed equipment, alterations for and/or use for racing.
    - Improper trailering, improper trailer set up or improper storage. Electrolysis, Galvanic Corrosion or Barnacles. e. f.
    - - Mold, Mildew or Pinking Vinyl.
  - Normal deterioration due to wear and tear or exposure, such as fading of fabrics or carpet wear, shrinkage, soiling, etc. Normal service items such as light bulbs, fuses, lubricants, etc 4
  - Any boat used as a commercial unit or used as a leased or rental unit. Commercial unit means used for business for profit or income purposes at 6. any time.
  - Gel coat surfaces, including but not limited to: cracking, crazing, discoloration, fading, oxidation, or blistering. Seam failures in the canopy fabric and furniture upholstery materials. 7
  - 8.
  - 9. Any failure or defect arising from a previous repair made by a non-authorized service provider, unless said repair was preapproved in writing by Rinker Boat Company. Any boat, unless manufacture approved, that has been repossessed or purchased through an auction.
  - 10.

## DISCLAIMER, DAMAGE LIMITATIONS, AND ORAL AND IMPLIED WARRANTY LIMITATIONS:

Implied warranties such as the warranty of merchantability or fitness for a particular purpose cover only the original retail purchaser/consumer and only during the initial three hundred and sixty five (365) days immediately following the Delivery Date, and Rinker Boats DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE extending beyond the initial three hundred and sixty five (365) days immediately following the Delivery Date or beyond the date the Owner sells, transfers, or conveys any or all interest in the Product. It is the intent of Rinker Boats to comply with the Magnuson-Moss Warranty Act of the Federal Trade Commission's prescribed rulings. Rinker Boats is not liable for and will not recognize any warranty other than the implied warranties under state law (not otherwise disclaimed herein) and the written warranty contained in this document. In other words, no other warranty, written or oral, is given by Rinker Boats.

## EXCEPT AS EXPRESSLY SET FORTH HEREIN, RINKER BOATS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

RINKER BOATS WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF PRODUCT, LOSS OF TIME, INCONVENIENCE, AND EXPENSE FOR TRAVEL, LODGING, TRANSPORTATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY OR LOSS OF INCOME.

Please note, however, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation on damages may not apply to you. Some states also do not allow limitations on how long an implied warranty lasts, so the above limitation on the term of the implied warranty may also not apply to you.

## **GENERAL PROVISIONS:**

This warranty is limited expressly to the terms and conditions set for herein. This warranty may be altered only in writing by Rinker Boats and not by any Rinker Boats dealer. Any modification or additional statements, contemporaneous or otherwise, concerning warranty by persons other than Rinker Boats personnel are not the responsibility of Rinker Boats and should not be relied upon.

#### **OWNER REGISTRATION:**

Owner must register the purchase of a new Rinker boat from an authorized Rinker boat dealer and the registration must be received by Rinker Boat Company within fifteen days of the date of purchase. For all purposes of this statement of warranty, the "date of purchase" shall mean the date the Owner signs the contract with the authorized Rinker dealer to purchase a new Rinker boat.

#### WARNING: OWNER REGISTRATION INFORMATION MUST BE ON FILE WITH THE WARRANTY DEPARTMENT BEFORE ANY WARRANTY REQUESTS CAN BE HONORED.

## LEGAL RIGHTS:

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE.