## BOSTON WHALER LIMITED WARRANTY- AUSTRALIA

Boston Whaler, Inc. of **100 Whaler Way, Edgewater, Florida 32141 USA** ("Boston Whaler") provides the following Limited Warranty to the original retail owner of its 2018 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 purchaser 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: 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 years from the date of sale to the original purchaser, and are not addressed in the specific warranties listed in paragraph 1 or 3 or set out in the Exclusions paragraph below.

3. 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 year from the date of sale to the original purchaser.

4. 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 equal to or greater than 8.5 feet and not 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.

### EXCLUSIONS

This limited 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 limited warranty also does not apply to the following items:

(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, cosmetic surface finishes, including discoloration, chalking, 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, 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) 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, which includes but is not limited to any for-profit uses, or other revenue-generating purposes.

(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 Warranty.

(15) 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 UNDER THIS LIMITED WARRANTY

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 BOSTON WHALER UNDER THIS LIMITED WARRANTY 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 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** AND EXCEPT FOR THE GUARANTEES AND OTHER RIGHTS AND REMEDIES THAT A CONSUMER MAY HAVE UNDER A LAW IN RELATION TO WHICH THE BOAT OR ITS COMPONENTS RELATES:

1. 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.;

2. TO THE EXTENT ALLOWED BY LAW, 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 WARRANTY;

3. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED; AND.

4. 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.

## WHAT OWNER MUST DO TO CLAIM THIS LIMITED WARRANTY

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. A list of authorized Boston Whaler dealers and their contact details is available at www.bostonwhaler.com.

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 will be notified of where the Boat is to be delivered for inspection and any repairs. The owner is responsible for delivering the Boat to that location.

The owner must also:

- comply with all reasonable directions given by the authorized dealer and/or Boston Whaler in connection with the warranty claim;
- refer all warranty work or repairs to the authorized dealer for authorization as a condition precedent to Limited Warranty coverage;
- allow Boston Whaler an opportunity to resolve any warranty claim; and
- 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 www.bostonwhaler.com.

## EXPENSE OF CLAIMING THIS LIMITED WARRANTY

This limited warranty does not cover any expenses that you may incur claiming the warranty.

## REGISTRATION & WARRANTY TRANSFER POLICY

This limited warranty is conditional upon the original retail owner activating the warranty coverage and, where applicable, upon Boston Whaler accepting the transfer to any subsequent owner or owners of any unexpired terms of the warranty provisions that are capable of being transferred in accordance with the terms and conditions of this limited warranty.

The limited warranty coverage may be activated by the authorized selling dealer registering the sale of a new Boat with Boston Whaler. Alternatively, the purchaser may activate the limited warranty coverage by filling out the product registration card which Boston Whaler provides each new boat owner and sending the card to Boston Whaler at the address shown at the foot of this warranty within 30 days of purchase.

The ten-year, three-year, and one-year limited warranties are transferable to a subsequent owner, except 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. The new owner must fill out and send in a Boston Whaler warranty transfer form, accessible from www.bostonwhaler.com, a copy of the bill of sale, and a $50.00 fee 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.**

## WARRANTIES UNDER AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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