

SECTION V – CRESTLINER LIMITED MANUFACTURER WARRANTY

5.1 Crestliner Limited Manufacturer Warranty (US and CANADA)

The Crestliner Division of Brunswick Corporation ("Crestliner") warrants to you, the first retail purchaser of a Crestliner 2022 model year boat, if purchased from an authorized Crestliner dealer and operated under expected, typical, non-commercial use ("Crestliner Boat"), that it will repair or replace, at its sole discretion, 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 Manufacturer Warranty. **This Limited Manufacturer Warranty does not apply to Crestliner pontoons, riveted Jon or Outreach boats which are covered by separate warranties.**

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. This Limited Lifetime Welded Hull Seam Warranty provision is not transferrable.
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. This Limited Ten-Year Interior Support, Beam, Rib, or Brace Warranty provision is not transferrable.
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. This Limited Lifetime Floor Warranty provision is not transferrable.
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 Controls, Pumps, Radios, Canvas and Hardware Warranty provision 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 Limited Manufacturer 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 Non-Structural Materials/Workmanship Warranty provision is transferable upon receipt of a warranty transfer from Crestliner.

7. Non-Transferable Limited Paint Warranty. Crestliner will provide to the first retail owner repair or replacement, at its sole option, of any defect in material or workmanship in the original factory paint located above the water line on the Crestliner Boat which is reported within three (3) years from the date of the first retail purchase, and the original factory paint located below water line which is reported within one (1) year from the date of the first retail purchase. This Limited Paint Warranty provision is not transferable.
8. Pro-Rated Schedule for Transferable Limited Warranties to Subsequent Retail Owners: This Pro-Rated Schedule should be used for 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%
9. Non-Transferable Commercial Use of Boat Limited Warranty: As to Crestliner Boats involved in commercial use or livery service, this Limited Manufacturer Warranty 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. As used herein, the phrase "commercial use" includes but is not limited to any for-profit use. This Commercial Use Limited Manufacturer Warranty provision is not transferrable.

EXCLUSIONS

This Limited Manufacturer Warranty will not apply to:

1. Any Crestliner Boat manufactured for sale and use in North America, sold to a consumer using the boat outside of North America. Boats intended for sale and use outside North America require specific modifications to comply with local conditions and regulations, including those in Australia and the EEA.
2. 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 Manufacturer Warranty;
3. Any Crestliner Boat sold by an unauthorized dealer;
4. Engines, outdrives, accessories, trailers, batteries, and other equipment with their own respective manufacturer's warranty programs;
5. Windshield breakage and leakage around windshields, hatches or other designed openings;
6. Damage resulting from oxidation, galvanic, electrolytic corrosion, saltwater 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;
7. 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;
8. Weight, speed, fuel consumption or another estimated performance characteristics;
9. 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;
10. Any Crestliner Boat which has been overpowered according to the maximum recommended engine horsepower specified on the capacity plate;

11. Alteration by use of a transom bracket, jack plate or shallow water anchor (i.e. Power Pole or Talon) on Discovery, Kodiak, Vision, Bay, Storm, Retriever, or Outlook;
12. Canvas that has mildewed or become moldy or been stored improperly, zippers, vinyl, upholstery, plastics, fabric or trim;
13. Dealer preparation, cleaning and final adjustments and alignments in preparing the boat for delivery;
14. Repairs made necessary due to inadequate trailering or trailer support, or trailers that are improperly assembled, designed, adjusted or loaded;
15. Paint below the waterline after (1) one year from the date of purchase, and damage to paint at any time due to trailering, launching or beaching;
16. Transportation to the dealer for warranty repairs;
17. 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;
18. Any failure or defect arising from a previous repair made by a non-authorized service provider;
19. Any item exceeding the expressed coverage limits specified in this Limited Manufacturer Warranty;
20. 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 CRESTLINER 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 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 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 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 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.

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 Manufacturer 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 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 Manufacturer Warranty, and the owner must allow Crestliner an opportunity to resolve the matter.

ACCESS FOR SERVICE

The owner must provide Crestliner with a reasonable opportunity to repair, and reasonable access to the Crestliner Boat for warranty service. Warranty claims shall be made by delivering the Crestliner Boat for inspection to a Crestliner dealer authorized to service the product. If the owner cannot deliver the product to such a dealer, written notice must be given to Crestliner. Crestliner will then arrange for the inspection and any covered repair and the owner shall pay for all related transportation charges and/or travel time.

WARRANTY TRANSFER POLICY

Certain warranty provisions set out above are transferable to any subsequent owner, except that this Limited Manufacturer 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, a copy of the bill of sale, and a \$250 fee to Crestliner Warranty Transfer, at the address below, within 30 days of purchase.

MODIFICATIONS AND 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.

GOVERNING LAW AND VENUE

This Limited Manufacturer 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 Limited Manufacturer Warranty, including without limitation the interpretation, performance or breach of this Limited Manufacturer 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.

Crestliner Boats
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