



**CRESTLINER**

FORGED WITH STRENGTH. DEFINED BY DURABILITY.

**CRESTLINER LIMITED WARRANTY- RIVETED (CR JON/OUTREACH)**

The Crestliner Division of Brunswick Corporation (“Crestliner”) warrants to you, the first retail purchaser of a 2019 model year Crestliner Jon Riveted and Outreach Riveted boats, if purchased from an authorized Crestliner dealer, and operated under normal, non-commercial use, Crestliner 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. Crestliner Boats covered under this Limited Warranty include Jon Models CR 1032, CR 1040 CR 1232, CR 1236, CR 1436, CR 1436L, CR 1448, CR 1448M, CR 1448MT, CR 1648, CR 1648M, CR 1648MT, CR 1852MT, Outreach 1258, 1458, 1460, 1468, 1468T, 1468T WT, 1668, 1668T, 1668T WT.

Limited Lifetime Riveted Hull Seam Warranty: Crestliner will repair or replace, at its sole option, any defect in material or workmanship in a main riveted seam which is reported during the period of ownership of the original retail owner.

Limited Pro-Rated Ten-Year Hull Warranty: If a defect in materials or workmanship in any other part of the hull is discovered within ten (10) years, Crestliner will participate in the repair of the defective part of the boat found to be defective according to the following schedule:

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

Commercial Use of Boat: Commercial use, livery service, or Crestliner Boats placed in demonstration by Crestliner dealers or other parties are limited to coverage for thirty (30) days from the date of delivery to the first retail customer, subject to the remedies, exclusions and limitations set out in this Limited Warranty. 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.

**EXCLUSIONS**

1. 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.
2. Any 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;
3. Any Crestliner Boat which has been abused or misused, improper rigging and installation by the 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;
4. Any boat which has been used for racing purposes, overpowered according to the maximum recommended engine horsepower specified on the capacity plate, altered by the use of a transom

- bracket, jack plate, or power pole, or subjected to performance products that place undue stress on parts;
5. Any failure or defect due to exceeding load capacities as indicated on the capacity plates fixed to the boat;
  6. De-rigging charges and re-rigging charges;
  7. Any failure or defect due to failure to trim boat properly while running, or to slow down in rough seas or in wake conditions;
  8. Trailering damage due to inadequate trailer support, improperly designed or improperly assembled trailer; towing behind another boat;
  9. Damage resulting from oxidation, galvanic electrolytic corrosion 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;
  10. Transportation to the dealer for warranty repairs;
  11. Consequential, indirect, or incidental damages, mental anguish or distress, such as damage or injury to persons, property loss of revenue, use of enjoyment, towing expenses, haul out charges, gasoline, mileage, service calls, telephone expenses, or any similar costs;
  12. Any design or manufacturing changes, or optional accessories or warranties added, improved, or revised on previous Crestliner. Crestliner reserves the right to change or improve the design or manufacture of Crestliner boats without obligation to modify any boat previously manufactured;
  13. Component parts not manufactured by Crestliner may be individually warranted by the respective manufacturer and not by Crestliner. Applicable component warranties not delivered with the Crestliner Boat can be requested from the Crestliner Customer Service Department. The following parts are not covered by this limited warranty:
    - (a) External finishes - such as paint, bright metal surfaces, decals, rubber and plastic composites;
    - (b) Engines, out-drives and propellers;
    - (c) Coolers, and batteries;
    - (d) Any component installation which requires additional make-ready servicing, adjustments or final assembly in preparation by the dealer for delivery to the original retail purchaser;
  14. Any failure or defect arising from a previous repair made by a non-authorized service provider;
  15. Any item exceeding the expressed coverage limits specified in any Crestliner Limited Warranty; and
  16. 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 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.

## **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 ELT 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**

In order to obtain prompt performance of the obligations under this warranty the owner must promptly give notice of the defect to Crestliner and at Crestliner's direction return the defective part or product to the authorized Crestliner service center. If repair or replacement by an authorized Crestliner service center is determined by Crestliner to be impractical, the owner shall return the defective part or product to the Crestliner factory at the address stated below. All transportation costs to and from the authorized Crestliner service center or the Crestliner factory will be at the expense of the owner. The owner should also notify Crestliner of any 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. Our privacy policies are available at [www.crestliner.com](http://www.crestliner.com).

## **REGISTRATION & WARRANTY TRANSFER POLICY**

Since this limited warranty extends only to the original retail purchaser, you should be prepared to present your original sales receipt and show current ownership when submitting a claim.

#### **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.