



**CRESTLINER**

FORGED WITH STRENGTH. DEFINED BY DURABILITY.

## CRESTLINER LIMITED WARRANTY- PONTOON BOATS

The Crestliner Division of Brunswick Corporation ("Crestliner") warrants to the first retail owner of its 2019 model year boats, if purchased from an authorized Crestliner Dealer, and operated under normal, non-commercial or government agency use ("Crestliner"), that it will repair or replace defects in material or workmanship that are reported within the applicable warranty periods, subject to the remedies, exclusions and limitations set out in this Limited Warranty.

1. Limited Lifetime Structural Hull Warranty. Crestliner will repair or replace, at its sole discretion, any defect in material or workmanship of the pontoon tubes, M-brackets, cross members, fence/gate structures, deck structure (plywood deck panels noted below), fiberglass components, motor mounts, and bimini frame structure. This limited warranty may be transferred to a second owner for a period of 10 years from the date of purchase by the original owner.

| Year            | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   |
|-----------------|------|------|------|------|------|------|------|------|------|------|
| Crestliner Pays | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| You Pay         | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   |

2. Limited Lifetime Wood Decking Warranty. Plywood decking is warranted by Inland Plywood Co. to the original owner for a period of 10 years - including parts and labor. After 10 years, Inland Plywood will provide replacement panels only but no longer include the cost of additional parts or labor to replace the damaged panels. Crestliner will coordinate the repair or replacement, at its sole discretion, of any structural defect in material or workmanship of the plywood deck panels during the period of ownership to the original Crestliner retail owner. If repair or replacement of a plywood deck panel is necessary, the material covering the plywood deck panel will also be replaced. This limited warranty may be transferred to a second owner for a period of 10 years from the date of purchase by the original owner.

| Year            | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 11+                 |
|-----------------|------|------|------|------|------|------|------|------|------|------|---------------------|
| Crestliner Pays | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | Deck Panels Only    |
| You Pay         | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | 0%   | Labor/Material Only |

3. Limited Five-Year Bow-to-Stern Component, Material & Workmanship Warranty. Crestliner will repair or replace (includes parts and labor), at its sole discretion, any defect in material or workmanship which is not covered, limited, or excluded by any other provision of the Crestliner Express Limited Warranty, if reported within five (5) years from the date of the first retail sale based on the prorated schedule set out above. This limited warranty may be transferred to a second owner for the remaining period of 5 years from the date of purchase by the original owner.

| Year            | 1    | 2    | 3    | 4    | 5    |
|-----------------|------|------|------|------|------|
| Crestliner Pays | 100% | 100% | 100% | 100% | 100% |
| You Pay         | 0%   | 0%   | 0%   | 0%   | 0%   |

4. Limited 1-Year Commercial and/or Government Agency Use Warranty. Crestliner warrants to the first retail owner of any 2019 model year boat previously used for commercial purposes (rental use, livery service, etc.) or government agency use (police, fire, DNR, etc.) that Crestliner will repair or replace, at its sole option, any structural defect in material or workmanship in the hull or deck which is reported within 1 year from the date of the boat's invoice to the dealer. This limited warranty provision is not transferable and the 1-year warranty coverage begins at date of invoice to the dealer. As used herein, the phrase "commercial use" includes but is not limited to any for-profit use.

| Year            | 1    |
|-----------------|------|
| Crestliner Pays | 100% |
| You Pay         | 0%   |

### EXCLUSIONS

- Any boat, including its components, which has been altered or modified from Crestliner factory specifications (such as aftermarket items to include but not be limited to electrical components, sound system upgrades, bolt-on structural components, etc.)
- Environmental damage (such as mold or mildew) to canvas, zippers, vinyl, upholstery, isinglass or like material, flooring, fiberglass, plastic, and trim and/or excessive deterioration to canvas, vinyl, flooring or other soft goods caused by overexposure to the sun or improper ventilation as a result of covering the boat with wet interior. Canvas used in mooring covers, bimini tops, and enclosures are intended to provide protection from sun exposure and are water resistant, they are not water proof.
- Damage, tearing, snags, fading, shrinkage, or deterioration of canvas, vinyl, isinglass or like material, upholstery, flooring, fiberglass, plastics, and enclosures, or to other soft goods as a result of improper storage or care.
- Damage to boat, mooring covers or bimini frames as a result of improper towing or use. Mooring covers and enclosures are not intended to be used when towing. Bimini tops must be properly closed and in the trailering position when towing the vessel to avoid damage. Damage to open biminis caused by speeds in excess of 15mph.
- Damage from rock chips, scratches, dents, road salt, tree sap, pollen, bird/spider droppings, acts of nature including but not limited to hail, lightning, windstorms, abrasions from boat covers, beach sand and rocks.
- Breakage or deterioration of the boat's surface finishes (such as fiberglass), including cracking, crazing, stars, chalking, blistering, windscreen, discoloration plated or painted/powder coated metal and stainless-steel finishes, or graphics from improper use, storage or maintenance.
- Damage caused by vandalism, collisions, rodents, battery acid, and chemical spills.
- Damage resulting from oxidation, galvanic or electrolytic corrosion, or saltwater use Refer to Owner's manual for care instructions for use in saltwater or brackish water.
- Damage due to being overpowered according to the maximum recommended engine horsepower specified on the capacity plate, or equipped with performance products placing undue stress on parts.
- Any failure or defect caused by an accident, product abuse or misuse (for example, damage to fence or tubes from severe rough water conditions, etc.), improper storage, improper mooring, improper cleaners, improper rigging and installation by the owner or any other person or entity not being an authorized dealer in accordance with Crestliner specifications.
- Any boat, used for racing, endurance testing, or operated contrary to Crestliner instructions or in violation of any Federal, State, Coast Guard or other governmental agency laws, rules, or regulations.

12. Any failure or damage caused by dealer preparation, cleaning and final adjustments, alignments in preparing the boat for delivery, and routine fastener or component adjustments.
13. Damage from failure to perform routine periodic maintenance and reasonable care according to Crestliner's recommendations.
14. Damage caused by an improper trailer or mismatching of a pontoon to a trailer or lift; failure to properly secure the pontoon to the trailer or lift; or failure to apply proper transom and/or engine support when transporting or storing the pontoon. Damage caused by carpeted trailer bunks (should use only composite, non-carpeted, bunks) when used in saltwater environments. Repairs made necessary due to inadequate trailering, trailers improperly assembled, designed, adjusted, or maintained.
15. Loss of time, inconvenience, rental charges, boat payments, transportation/travel costs incurred to return product to dealer and/or factory for repair, loss of use, haul out, launch, towing and storage charges, loss of or damage to personal property, or other remedies not specifically allowed.
16. Any representation relating to weight, capacity, speed, fuel consumption or other estimated performance characteristic. Crestliner pontoons are tested within a set range of specifications (number of test persons on board, base boat weight, fuel, geographic location, water conditions, etc.). Some boat options (such as heavy entertainment furniture, sport arches with double biminis, etc.) or geographic regions (such as higher elevations) may impact the performance ratings achieved under standard testing. Warranty does not cover speeds not achieved due to these reasons.
17. Requests for design or manufacturing modifications, including changes, additions, or revisions to standard options, accessories or warranties, which were made on newer model boats. Crestliner reserves the right to change or improve the design or manufacture of Crestliner without any obligation to modify previous boats
18. The following components may provide their own Limited Warranties to a retail customer included with owner's information at the time of sale; however, these components are not covered under this Limited Warranty a) Engines, outdrives, controls, propellers, trolling motors; b) batteries and battery chargers; c) trailers and trailer accessories; and d) pontoon tube protectant coatings/applications/polishes. Crestliner and its authorized dealers may in their sole discretion assist Crestliner owners with the administration of component part warranties; however, any assistance shall not constitute an adoption of the warranty responsibilities of the component manufacturer.
19. Any item exceeding the expressed coverage limits specified in the Crestliner Limited Warranty provisions.
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.
21. This Warranty does not apply to any Crestliner that has been salvaged or declared a total loss or constructive total loss for any reason not covered in this Limited Warranty.
22. Crestliner reserves the right to substitute like materials that are no longer offered or available (to include but not be limited to vinyls, flooring, electronics, etc.). Some replacement items, such as vinyl or canvas, may not match original slightly due to normal fading from years of use. Crestliner reserves the right to replace only the portion covered under warranty.
23. Commercial and/or Government Agency I use will void any limited warranty provision with the exception of the Limited Commercial warranty provision to the first retail owner. As used herein, "commercial use" includes but is not limited to any for-profit use.
24. Woven floor coverings may show some slight variation in weave and can be affected by environmental conditions (such as temperature swings from cold to warm). Deck board seams may be slightly visible. These attributes are inherent in the product construction and application and are not defects in material or workmanship and are excluded.

#### **OWNER'S RESPONSIBILITY**

To obtain service under this Limited Warranty, contact your authorized Crestliner dealer within the applicable warranty period. Please notify Crestliner of any unit 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 prior to the expiration of this limited warranty and be allowed an opportunity to resolve the matter. Our privacy policies are available at [www.crestliner.com](http://www.crestliner.com).

1. Original owner is required to register this product within fifteen (15) days of delivery of the boat through an authorized Crestliner dealer.
2. Owner must use an authorized Crestliner dealer to obtain warranty services (unless preapproved through Crestliner to use a non- Crestliner dealer).

NOTE: Owner may need to 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.

3. Owner must perform proper maintenance and cleaning of the Crestliner and components. Failure of any product or component caused by improper cleaning procedures, negligence or faulty maintenance procedures is expressly excluded from the warranty.
4. Owner is responsible for the expense associated with transporting the boat to and from the repair facility.
5. Owner must properly register their Crestliner in compliance with state and federal regulations and the purchase of insurance is the responsibility of the owner.
6. In the case of ownership transfer, the original owner must file and submit the transfer ownership form/fee that is obtainable from an authorized Crestliner dealer.

#### **WARRANTY TRANSFER POLICY**

This Limited Warranty extends only to the first retail purchaser. The unexpired term of the express limited warranty provision may be transferred to a subsequent owner upon the new owner's request, with the exception that this limited warranty will not transfer to any subsequent owner of a boat which has been salvaged or resold after declaration of a total loss or a constructive total loss, i.e. the cost of repair exceeds the value of the boat. Crestliner reserves the right to reject any warranty transfer request for a boat that has been damaged, neglected, or otherwise previously excluded from its limited warranty. The warranty transfer may be provided upon the new owner's request through an authorized Crestliner Dealer for a \$250 fee.

#### **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 EEA 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.

#### **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.