

## BENNINGTON LIMITED WARRANTY – AUSTRALIA AND NEW ZEALAND

POLARIS BOATS, on behalf of itself and its subsidiaries and affiliates including the BENNINGTON Boat brand, 2100 Highway 55, Medina, MN gives the following limited warranty on all components of your Bennington boat against defects in materials or workmanship supplied by or performed by BENNINGTON, unless otherwise excluded below. This warranty covers parts, costs, and labor charges for repair or replacement and begins on the date of purchase by the original retail purchaser through a qualified facility. The duration of this warranty may vary by international region based upon local laws and regulations.

### A. WHAT IS COVERED AND COVERAGE PERIOD

#### 1. Non-Commercial Boat Use:

For non-commercial boat use (e.g., retail consumer sales and leases that are used solely for recreational, personal consumer use) POLARIS BOATS will warrant the BENNINGTON brand against material defects in materials or workmanship supplied by or performed by Bennington as follows:

**LIMITED TEN (10) YEAR WARRANTY:** For a period of Ten (10) Years, BENNINGTON will warrant against defects for:

- Certain structural components, including pontoon tubes, weld tubes, motor-pan, plywood deck (not including flooring), cross-members, welds on rails and rotomold furniture bases

which fail as a result of defects in material and or workmanship by BENNINGTON under normal, non-commercial use. At its discretion, BENNINGTON will authorize the repair or replace the items listed under this limited Ten (10) Year warranty.

**LIMITED FIVE (5) YEAR WARRANTY:** For a period of Five (5) Years, BENNINGTON will warrant against defects for:

- Certain non-structural components, including flooring, upholstery, fiberglass, electronics, canvas, bimini frame, arches (open and clad) and deck covering and fabric due to fading, peeling, or cracking. This warranty shall include replacement materials and/or labor.

- Excessive deterioration caused by overexposure to the elements as a result of improperly covering the boat may be excluded from this warranty.

- Damage resulting in rips, tears, snags, and unraveling or other abuse is not covered under this warranty.

which fail as a result of defects in material and or workmanship by BENNINGTON under normal, non-commercial use.

BENNINGTON also warrants all other factory parts and components, not excluded below, against material defects in materials or workmanship supplied by or performed by BENNINGTON. At its discretion, BENNINGTON will authorize the repair or replacement of the items listed under this limited warranty.

This warranty is transferable to another owner during the warranty period through a qualified facility, but any such transfer will not extend the original term of the warranty.

#### 2. Commercial Boat Use:

For commercial boat use (e.g., rental fleets, demonstrators, subscriptions, or in the event a consumer purchaser uses his/her/its boat for non-personal or non-recreational personal use) POLARIS BOATS will warrant the brand against material defects in materials or workmanship supplied by or performed by BENNINGTON for all parts and components, not otherwise excluded, for a period of two (2) years from the date of the original purchase. At its discretion, BENNINGTON will repair or replace the items listed under this limited warranty

**\*\*NOTE:** Additional boat component warranties may be provided by the respective manufacturers directly. Such warranties may be found in Owner's package or by contacting BENNINGTON'S Customer Service Department (see bottom of this document). BENNINGTON is not responsible for and will not pay for or honor any such warranties regardless of whether the boat is being used for non-commercial or commercial use. Components that are covered by another manufacturer's warranty are hereby expressly excluded under the terms of this limited warranty.

### B. REGISTRATION

At the time of sale, the Warranty Registration must be completed by your dealer and submitted to BENNINGTON within **fifteen (15) days** of purchase. This will include your BENNINGTON hull information and your customer contact information. Once warranty information is received, your new BENNINGTON is eligible for warranty service. No verification of registration will be sent to the purchaser. You may be contacted by BENNINGTON directly in the event of a service notification. Initial dealer preparation and set-up of your boat is very important in ensuring trouble-free operation.

### C. WARRANTY EXCLUSIONS

This BENNINGTON Limited Warranty excludes any failures that are not caused by a defect in material or workmanship. THIS WARRANTY DOES NOT COVER CLAIMS OF DEFECTIVE DESIGN.

This warranty also does not cover acts of God, accidental damage, normal wear and tear, abuse or improper handling. This warranty also does not cover damage to any boat, component or part as a result of being altered structurally, modified, neglected, improperly maintained or used for racing, competition or purposes other than for which it was designed.

This warranty excludes damages or failures arising out of or related to: improper lubrication; improper fuel; surface imperfections caused by external stress, heat, cold or contamination; operator error or abuse; improper component alignment, tension, adjustment or altitude compensation; snow, water, dirt or other foreign substance ingestion/contamination; batteries, engines, props and outdrives; gelcoat crazing and osmotic blistering; electrolysis, stray-current or galvanic corrosion; failure to perform or improper maintenance; fabric rips, tears, snags and unraveling; modified components and parts; lack of compliance with Owner's Manual; use of equipment that exceeds load capacities, certification or horsepower; failure to trim boat properly; improper or prolonged storage; submersion in water; corrosion or cosmetic damage; damage from towing behind other boats or improper trailering; use of non-factory installed, aftermarket or unapproved components, accessories, equipment or appliances; equipment and appliances (e.g., engines, outdrives, propulsion systems not manufactured by BENNINGTON; unauthorized repairs or disassembly; or repairs made after the warranty period expires or by an unauthorized repair center.

This warranty excludes damages or failures caused by abuse, accident, fire or any other cause other than a defect in materials or workmanship (e.g., pets and other animals) and provides no coverage for consumable components, general wear and routine service items (e.g., light bulbs, fuses, lubricants), or any parts exposed to friction surfaces, stresses, temperature variations (e.g., infrared heaters and other high output heat sources), environmental conditions (e.g., saltwater, mold, mildew, hail, road salt, freeze damage, sun damage, thermal cracking) and/or contamination for which they were not designed or not intended.

This warranty provides no coverage for personal loss or expense, including but not limited to mileage, transportation costs, towing expenses, hotels, meals, shipping or handling fees, boat pick-up or delivery, replacement rentals, loss of boat use, loss of profits, or loss of vacation or personal time. This warranty also does not guarantee the match of color of any replacement parts or components to the original.

#### **D. LIMITATION OF LIABILITY**

The exclusive remedy and sole liability under this warranty shall be, at BENNINGTON' option, to repair or replacement any defective materials, components or products. **THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE EXCLUSIVE AND SOLE REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF THIS WARRANTY. BENNINGTON SHALL HAVE NO LIABILITY TO ANY PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE.** THIS EXCLUSION OF CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES IS INDEPENDENT FROM AND SHALL SURVIVE ANY FINDING THAT THE EXCLUSIVE REMEDY FAILED OF ITS ESSENTIAL PURPOSE.

NO EXPRESS WARRANTY IS GIVEN BY BENNINGTON EXCEPT AS SPECIFICALLY SET FORTH HEREIN. **TO THE GREATEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY, AND WARRANTIES FOR FITNESS FOR A PARTICULAR PURPOSES ARE HEREBY EXPRESSLY EXCLUDED.** THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

ANY LEGAL CLAIM ARISING OUT OF OR RELATED TO THIS WARRANTY MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE YOU FIRST EXPERIENCED THE ISSUE WITH THE BOAT. FAILURE TO BRING A CLAIM WITHIN TWO YEARS AFTER YOU FIRST EXPERIENCED THE ISSUE WITH THE BOAT WAIVES ANY RIGHT TO BRING A LEGAL ACTION FOR THAT ALLEGED DEFECT.

#### **E. LEGAL RIGHTS**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IF ANY OF THE ABOVE TERMS ARE VOID BECAUSE OF FEDERAL, STATE OR LOCAL LAW, ALL OTHER WARRANTY TERMS WILL REMAIN IN EFFECT.

#### **F. GOVERNING LAW AND VENUE; SEVERABILITY**

To the fullest extent permitted under applicable law, this Limited Warranty and any disputes arising out of this warranty shall be governed by the laws of the State of Minnesota, excluding conflicts of law principles and excluding the Convention for the International Sale of Goods. Any dispute arising under or related to this Limited Warranty or any claim for breach of this Limited Warranty shall be resolved through binding arbitration administered by the American Arbitration Association ("AAA") and conducted in Minnesota. If any provision of this warranty is unlawful, void or unenforceable, that provision shall be deemed severable and shall not affect any remaining provisions. In the event it is determined that any matter arising out of or related to this Agreement is not subject to binding arbitration, the parties agree that the exclusive venue for any court action is in the state or federal courts in Minnesota. Parties agree to consent to the personal jurisdiction of any state or federal court in Minnesota and will not challenge the forum based on the convenience of the parties.

#### **G. HOW TO OBTAIN WARRANTY SERVICE**

If your boat requires warranty service, you must take it to a BENNINGTON Servicing Dealer. When requesting warranty service, you must present your copy of the Warranty Registration Form to the dealer. **THE COST OF TRANSPORTATION TO AND FROM THE DEALER IS YOUR RESPONSIBILITY.** You are responsible for presenting your boat to a dealer as soon as a problem exists.

The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. Service Bulletin repairs must be done by a qualified facility.

**1. IN THE COUNTRY WHERE YOUR BOAT WAS PURCHASED:**

Warranty or Service Bulletin repairs must be done by a qualified facility. If you move or are traveling within the country where your boat was purchased, Warranty and Service Bulletin repairs may be requested from a qualified facility.

**2. OUTSIDE THE COUNTRY WHERE YOUR BOAT WAS PURCHASED:**

If you are traveling temporarily outside the country where your boat was purchased, you should take your boat to a qualified facility. You must show the dealer photo identification from the country of the selling dealer's authorized location as proof of residence. Upon residence verification, the servicing dealer will be authorized to perform the warranty repair.

**3. IF YOU MOVE:**

If you move to another country, be sure to contact BENNINGTON Customer Assistance and the customs department of the destination country before you move. Boat importation rules vary considerably from country to country. You may be required to present documentation of your move to BENNINGTON in order to continue your warranty coverage.

**4. IF YOU PURCHASE FROM A PRIVATE PARTY:**

If you purchase a BENNINGTON boat from a private party, to be kept and used outside of the country in which the boat was originally purchased, all warranty coverage will be denied.

**5. EXPORTED BOATS**

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY OR SERVICE BULLETIN COVERAGE ON BOATS SOLD OUTSIDE THE COUNTRY OF THE SELLING DEALER'S AUTHORIZED LOCATION. This policy does not apply to boats that have received authorization for export from. Dealers may not give authorization for export. You should consult an authorized dealer to determine your boat's warranty or service coverage if you have any questions. This policy does not apply to boats registered to government officials or military personnel on assignment outside the country of the selling dealer's authorized location. This policy does not apply to Safety Bulletins.

**6. NOTICE**

If your boat is registered outside of the country where it was purchased and you have not followed the procedure set above, your boat will no longer be eligible for warranty or service bulletin coverage of any kind, other than safety bulletins. Boats registered to Government officials or military personnel on assignment outside of the country where the boat was purchased will continue to be covered by the Limited Warranty.

Please work with your dealer to resolve any warranty issues. Should your dealer require any additional assistance, they will contact the appropriate person at BENNINGTON.