

GODFREY PONTOONS LIMITED WARRANTY

Limited warranty for Sanpan, XP, AquaPatio, Monaco, Sweetwater, Xperience and Mighty G pontoon boats (the Product). Manufactured by Godfrey Marine (GDY) sold in the United States and Canada.

WARRANTY TERM:

Limited Lifetime Warranty: Subject to the terms and conditions set forth below, GDY warrants the marine-grade pressure treated deck panels (PTP) for life against rot only. Lifetime warranty on (PTP) means so long as the original retail owner owns the Product. Additionally, the original retail owner may transfer the (PTP) warranty. Upon transfer of the Product, the documented second owner shall have a limited (PTP) warranty for a period not to exceed 10 years from the date of purchase of the Product by the original retail owner. GDY also warrants the pontoon tubes, rails, gates and under deck structure against any structural failures so long as the original retail owner owns the Product.

Limited 10-Year Warranty: Subject to the terms and conditions set forth below, GDY warrants the Products that it manufactures other than Mighty G models for a period of ten (10) years. This warranty extends to the first retail purchaser only and begins on date of delivery to first retail purchaser. For *Mighty G models*, a *Limited 3-Year warranty applies*.

Specific exclusions to the 10-year warranty include all electrical, electronic and hydraulic Products. For these specific categories of Products, subject to the terms and conditions set forth below, GDY warrants for a period of five (5) years. This warranty extends to the first retail purchaser only and begins on the date of delivery to the first retail purchaser. For *Mighty G models*, the warranty on the above-mentioned items remains as part of the Limited 3-Year Warranty.

All warranties are subject to a “normal use” requirement. Normal use means for recreational purposes only.

Written notice of defects subject to warranty coverage (including a written explanation of the alleged defect or issue) must be given to Godfrey Marine, P.O. Box 1158, Elkhart, IN 46515 within 30 days after the defect is initially discovered by the retail purchaser or second owner. This notice must be received by GDY during the applicable warranty coverage term or within 30 days after its expiration. If GDY determines that a component part of the Product covered by this Limited Warranty fails as a result of a manufacturing defect during the warranty coverage term, that part will be repaired or replaced. If repairs or replacements are required, they will be made without charge after the Product is delivered to a GDY authorized service center. Exclusions are set forth below.

OWNER'S OBLIGATIONS:

GDY encourages all boat owners to practice safe boating procedures by following rules and regulations of your waterways. We recommend that no person operate any marine product before taking a USCG approved course in safe boat handling procedures or its equivalent and without having fully reviewed all product manuals and procedures.

The owner is required to register the boat or confirm with the selling dealer that the boat has been registered within 15 days of delivery. Failure to register the boat could result in warranty coverage being delayed or voided.

The owner is responsible for normal maintenance, cleaning, and proper care of their boat. See Owner's Manual for maintenance, cleaning, and proper care instructions and requirements. Minor adjustments needed as a result of ordinary wear and tear and maintenance may be performed by the selling dealer, provided the owner makes boat available at dealership, during the first 90 days of the warranty coverage term. Thereafter, such adjustments are the responsibility of the owner as normal maintenance unless required as a direct result of repair or replacement of a defective part covered under this warranty. The owner shall be responsible for any and all transportation costs to a GDY designated warranty service facility for warranty service.

In some instances, circumstances may require that the boat or certain components be returned to the GDY manufacturing facility for warranty service. Costs incurred for transporting the boat or components to and from GDY is the responsibility of the owner.

DEALER'S OBLIGATIONS:

The selling dealer is obligated to properly maintain and protect the Product against weather elements that promote deterioration prior to retail sale, to perform a detailed pre-delivery inspection, and provide warranty service to all GDY customers (regardless of whether the dealer actually sold the relevant Product to the GDY customer). The selling Dealer must perform a detailed post-delivery inspection and report any damages or shortages within 30 days after receiving the shipment from GDY.

If the selling dealer is unwilling to resolve a problem which the owner believes is covered by this warranty, the owner should write GDY at the address listed above with a description of the problem and attempts made to resolve it. GDY will review the problem to determine if this warranty is applicable. Any selling or servicing dealer is not GDY's agent, but an independent entity.

EXCLUSIONS:

This warranty does not cover or include:

1. Equipment and appliances (such as engines, propulsion systems and batteries), which are not manufactured by GDY and that are warranted directly by their respective manufacturer. Copies of those written warranties are to be provided to owner by selling dealer at time of retail sale.
2. Dealer or customer installed electronics, wiring, equipment and appliances.

Exclusions Cont.:

3. Damage caused, directly or indirectly, by or related to:
 - a. Environmental conditions (salt, hail, lightning strike on vessel or in vicinity, freeze damage, road salt, chemicals in the atmosphere, mold, etc.)
 - b. Accidents, misuse, negligence, overloading, or improper handling.
 - c. Failure to perform normal or routine maintenance.
 - d. Alteration or modification of the Product, including but not limited to, non-factory installed equipment, alterations for and/or use for racing.
 - e. Improper trailering, improper trailer set up or failure to use a transom saver.
 - f. Use of carpeted bunk trailers in a saltwater environment.
 - g. Corrosion issues including but not limited to Electrolysis, Galvanic Corrosion, Rust, Barnacles or Zebra Mussels.
 - h. Mold, Mildew or Microbial Pinking Vinyl.
 - i. Thermal cracking of Gel Coat or Temperature variations including but not limited to infrared heaters and other high output heat sources.
 - j. Damage caused by pets, animals, birds or any airborne debris.
 - k. The use of cleaning solutions or methods not approved in writing by GDY.
 - l. Damage caused, directly or indirectly, by or related to improper use of ski tow bar.
 - m. Normal deterioration due to ordinary wear, tear, or exposure, including but not limited to, fading or sun damage of upholstery vinyl, fabrics or carpet wear.
4. Express (Air) fees for shipping of warranty replacement parts.
5. Normal business costs associated with ordering warranty replacement parts or filing warranty labor claims.
6. Noises and vibration harmonics associated with the movement of components including but not limited to squeaking, creaking and humming.
7. The match of color of any replacement to original upholstery vinyl or canvas.
8. Cost for local repair or replacement of upholstery in excess of \$2,500.
9. Loss of time, inconvenience, boat payments, retail charges, travel expenses, loss of use, in-and-out water charges, loading or off-loading fees, move-in or move-out fees, towing and storage charges, loss or damage to personal property, or other remedies not specifically allowed.
10. Normal service items such as light bulbs, fuses, lubricants, and routine maintenance.
11. Any Product used for commercial purposes or used as a leased or a rental unit. Commercial unit means used for any business, for profit, income purposes, or non-consumer use at any time.
12. Any pontoon used in salt water, unless prior to said use pontoon is protected by proper application of an approved for aluminum bottom paint free from copper and copper derivatives by a licensed applicator.
13. Gel coat surfaces, including but not limited to cracking, crazing, discoloration, or blistering.
14. Any Product, unless manufacturer approved, that has been repossessed or purchased through an auction or a non-authorized GDY Dealer.
15. Any published or stated performance characteristics or specifications including, but not limited to speed or fuel and oil consumption.
16. Any and all transportation costs incurred in delivering the Product to or returning the Product from a GDY authorized service center.

Exclusions Cont.:

17. Helm and Helm Components match (color, style, size, footprint, brand) of a replacement helm or component of the existing helm if the original helm or component is no longer available.
18. Boat accessories including but not limited to Tables, Bases, Pedestals (color, style size, footprint, brand) if such a replacement accessory is no longer available.

LIMITATIONS, EXCLUSIONS, AND DISCLAIMER OF IMPLIED WARRANTIES:

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE DURATIONS SET FORTH IN THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF THE COVERAGE OF THIS LIMITED WARRANTY. GDY MAKES NO WARRANTY OF ANY NATURE BEYOND THAT CONTAINED IN THIS LIMITED WARRANTY.

GDY WILL NOT BE RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ANY AND ALL INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, EXPENSE FOR TRAVEL, LODGING, TRANSPORTATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY OR LOSS OF INCOME THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF THE WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE.

It is the intent of GDY to comply with the Magnuson-Moss Warranty Act and the Federal Trade Commission's prescribed rulings. GDY is not liable for and will not recognize any warranty other than the implied warranties under state law and the written warranty contained in this document. In other words, no other warranty, written or oral, is given by GDY. Please note, however, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation on damages may not apply to you. Some states also do not allow limitations on how long an implied warranty lasts, so the above limitation on the term of the implied warranty may also not apply to you.

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within one year after the claim accrues. Any performance of repairs after the warranty coverage periods have expired, or performance of repairs regarding anything excluded from coverage under this limited warranty shall be considered "good will repairs", and they will not alter the express terms of the limited warranty or extend the warranty coverage periods. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

NON-AMENDABLE OR TRANSFERABLE:

Except as otherwise stated herein, these warranties are not assignable or transferable. This warranty may be altered only in writing by GDY and not by any GDY dealer. Any modification or additional statements concerning warranty by persons other than GDY personnel are not the responsibility of GDY and should not be relied upon.

CHOICE OF LAW; JURISDICTION AND VENUE:

This warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the State of Indiana with reference to the choice of law or conflict of law principles thereof, and all claims relating to or arising out of this warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the State of Indiana without reference to the choice of law or conflict of law principles thereof. To the extent any action is permitted in a court of competent jurisdiction, the exclusive venue for such action is a state court sitting in Elkhart County, Indiana, or the United States District Court for the Northern District of Indiana, South Bend Division. The parties hereby waive any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by Indiana law.

OWNER REGISTRATION:

The filing of owner registration may be performed online by your selling dealer at the time of the sale or during the pre-delivery inspection. In the event the selling dealer does not register your Product with GDY, Owner must register the Product with GDY within 15 days of Owner's purchase. Please contact **Godfrey Marine, P.O. Box 1158, Elkhart, IN 46515** to register your Product.

WARNING: OWNER REGISTRATION INFORMATION MUST BE ON FILE WITH THE WARRANTY DEPARTMENT:

Failure to file this warranty registration with GDY will not affect your rights under this limited warranty provided you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it may inhibit any servicing facility's ability to provide proper repairs and/or part replacement.

LEGAL RIGHTS:

This warranty gives you specific legal rights and you may also have other rights, including but not limited to, those provided by the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. as well as other rights which may vary from state to state.