

## **RINKER BOATS LIMITED WARRANTY**

Manufactured by Rinker Boat Company, LLC a division of Highwater Marine, LLC

**1.WHO WARRANTS THE WARRANTY.** Rinker Boat Company, LLC (“Rinker”) provides the following warranties as set forth in this Limited Warranty to each boat manufactured by Rinker.

**2.WHO IS COVERED AND WHAT IS COVERED.** Rinker warrants to the first consumer-owner (“Buyer”), that the boats it manufactures will be free from substantial defects in materials and workmanship under normal, private use. Any product used for commercial purposes, including but not limited to rental fleets, demonstrators, and competitive racing are not covered by this limited warranty. The following items are covered by this limited warranty for the Buyer:

- **Limited Lifetime Structural Hull Warranty:** Subject to the limitations and exclusions set forth below, Rinker warrants to the Buyer, for as long as the Buyer owns the boat, the hull and structural components of the boat shall be free from substantial defects in materials or workmanship and fit for normal use under normal operating conditions. For purposes of this warranty, the term “hull” is defined as the single fiberglass molded shell and integral fiberglass structural components which are below the hull flange.
- **Five Year Limited Warranty:** Subject to the limitations and exclusions set forth below, for the remaining parts and components that are not covered by the Limited Lifetime Structural Hull Warranty or another manufacturer’s warranty, Rinker warrants to the Buyer, for a period of five (5) years from the date of purchase that the parts and materials shall be free from substantial defects in materials or workmanship and fit for normal use under normal operating conditions.

Under both the Limited Lifetime Structural Hull Warranty and the Five Year Limited Warranty, Rinker will repair or replace nonconformities or defects under this Limited Warranty within a reasonable time. Replacement parts provided under terms of the warranty will, at the discretion of Rinker, match original equipment, but no guarantee is made as to the ability to do so. When necessary, Rinker will substitute parts of comparable function or value. Rinker will not be responsible for any sums exceeding the cost of defective part or product. There is no other warranty provided by Rinker other than the Limited Warranty set forth herein.

**3.TRANSFERABILITY.** The Limited Lifetime Structural Hull Warranty is transferable once if the Buyer sells the boat within five years of the date of purchase. In the event the Buyer sells the boat within five years of the date of Purchase, the Limited Lifetime Warranty shall be limited to a period of five years beginning on the date the Buyer originally purchased the boat. Five Year Limited Warranty is transferable one time to the Second Owner. Completion of a warranty transfer is required through an authorized Rinker dealer.

**4.OTHER WARRANTIES THAT MAY APPLY.** Additional component warranties may be provided by the respective manufacturers directly and not by Rinker. Applicable warranties may be found in the product owner's packet or by contacting Rinker's Customer Service Department. Rinker will not pay for or honor any such warranty of these separate manufacturers.

**5.OWNER'S RESPONSIBILITY.** The original owner is required to register this product **within fifteen (15) days of delivery** of the boat by mail or through an authorized Rinker Sales Center. Owner must 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. Proper maintenance and cleaning of the Rinker products and components are the responsibility of the owner. Failure of any product or component caused by improper cleaning procedures, negligence, neglect, or faulty maintenance procedures is expressly excluded from the warranty. Proper boat registration in compliance with state and federal regulations and the purchase of

insurance is the responsibility of the owner.

**6.HOW TO GET LIMITED WARRANTY SERVICE.** To obtain warranty service, take your boat to the marine dealer where you originally purchased your product, or other authorized Rinker dealer, or another warranty service facility designated by Rinker, and have a warranty claim submitted to Rinker. If you or your dealer has moved, or if your dealer is no longer in business, contact Rinker Customer Service, 300 West Chicago Street, Syracuse, Indiana 46567, for the name of your nearest Rinker dealer. Your claim must be made within thirty (30) days of the discovery of the defect. Based on the determination of Rinker, and subject to the terms of the warranty, the warranty repair work will be authorized by Rinker. Buyer (and Second Owner to the extent applicable under the terms of this Limited Warranty), are responsible for paying any service or repair that is not deemed to be covered by this Limited Warranty.

**7.WHO PERFORMS LIMITED WARRANTY SERVICE.** The best place to obtain warranty service is at the Rinker dealer where you originally purchased your product. If the dealer cannot perform the service work they should call Rinker Customer Service for assistance. If you are unable to visit your original marine dealer, contact Rinker Customer Service, 300 West Chicago Street, Syracuse, Indiana 46567, for the name and location of a Rinker dealer near you.

**In some instances, Rinker may require that the boat or certain parts be returned to the Rinker manufacturing facility for warranty service. Costs incurred for transporting the boat or parts to and from Rinker are the responsibilities of the owner.**

**8.MODIFICATIONS OF PRODUCTS.** Rinker reserves the right to make changes in design of its products, and changes or improvements to its products, at any time, including during a product year, without imposing any obligation upon Rinker to alter any of its products that were previously manufactured.

**9. EXCLUSIONS.** This warranty expressly excludes coverage of:

- Any boat, including its components, that has been altered or modified so as to adversely affect its operation, performance, or durability.
- Engines, generators, gyroscopic stabilizers, controls, appliances, steering assemblies, outdrives, and other equipment or accessories that are warranted by manufacturers other than Rinker.
- Cosmetic issues including finished surfaces on mirrors, window glass, varnishes, paints, fabrics, chromium plated and stainless steel finishes, and gel-coat issues including swirling, cracking, and osmotic blistering.
- Any boat that has been misused, used in a negligent manner, used for racing, used for rental, charter, or military or other commercial purposes, used without normal maintenance, improper lifting or trailering, neglected, operated contrary to any instruction furnished by Rinker, or operated in violation of any Federal, State, Coast Guard or other governmental agency laws, rules or regulations.
- Any representation relating to speed, range, fuel consumption or other estimated performance characteristic.
- Loss of time, inconvenience, boat payments, retail charges, travel expense, loss of use, in-and-out of water charges, towing and storage charges, loss of damage to personal property, or other remedies not specifically allowed.
- Leakage around the windshield, hardtop, canvas, hatches or other designed opening, rails and hardware.
- Fit and adjustments for exterior canvas tops, enclosures, and weather covers.
- Sacrificial deterioration of anti-fouling paint or zinc anodes.

- Damage resulting from electrolysis or corrosion of any nature from any course.
- Damage due to transporting the boat without removing the hardtop or canvas as necessary.
- Any transportation charges to and from the dealer, including transportation to and from the factory if it is deemed necessary.
- Any upholstery damage, including but not limited to tears, punctures, fading, or soiling.
- Any boat outpowered according to the U.S. Coast Guard recommended engine, horsepower capacity plate.
- Damage caused by water in the bilge (whether it be fresh water or salt water), including any damage done to fly wheels, ring gears, starters, oil pans, electrical components, and the engine.
- Expenses associated with routine maintenance items or any condition resulting from neglect, improper or prolonged storage, or the failure to perform routine maintenance as required.
- Scratches, dents, or other surface blemishes.
- Damage caused by continued use of the boat after a defect is or should have been discovered.
- Water damage of any nature, mold, mildew, or dry rot to interior surfaces, wood structures, upholstery, or polyurethane foam.
- Perceived diminution in value due to normal moisture levels in stringers and transoms.
- Accessories, components, machinery, or equipment that is not installed by Rinker at its factory, including any damage done as a result of the addition of such accessories, components, machinery, or equipment.

**10. DISCLAIMERS AND LIMITS OF THE WARRANTY.** This written statement of limited warranty represents the entire warranty authorized and offered by Rinker which, pursuant to the terms of this limited warranty, is limited to repair or replacement of defective parts or equipment at the option of Rinker. This warranty cannot be amended by any dealership, salesperson, or agent. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE GREATEST EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REPAIR OR REPLACEMENT HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. RINKER SHALL NOT BE LIABLE TO THE ORIGINAL OWNER, OR ANYONE ELSE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, PENALTIES, LOST SALES, LOSS OF TIME, LOSS OF USE OR ENJOYMENT, TOWING EXPENSES, HAUL OUT OR LAUNCHING EXPENSES, DE-RIGGING OR RE-RIGGING CHARGES, GASOLINE, MILEAGE, BOAT PAYMENTS, INTEREST, STORAGE AND SLIP FEES, INSURANCE, POSTAGE, AFTERMARKET GOODS, DEPRECIATION OF VALUE DUE TO AGE OR REPAIRS CONDUCTED OR NEEDED, COURT COSTS AND EXPENSES, ATTORNEY FEES, OR ANY OTHER PECUNIARY DAMAGE WHETHER DUE TO ANY DEFECT, DELAY, NON DELIVERY, NONPERFORMANCE, RECALL, BREACH BY RINKER, OR ANY ACTS OR OMISSIONS RELATED THERETO, OR WHETHER ASSERTED UNDER WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF THE ESSENTIAL PURPOSE ARE WAIVED AND EXCLUDED. DAMAGES ARE EXCLUSIVELY LIMITED TO THE COST OF REPAIR AND/OR REPLACEMENT OF THE DAMAGED OR DEFECTIVE PART OR PARTS AT THE OPTION OF RINKER. UNDER NO CIRCUMSTANCES SHALL RINKER'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PART OR PARTS.**

**Some states do not allow one or more of these limitations, so certain of the foregoing limitations may not apply to your specific situation.**

**11. PERIOD OF LIMITATIONS:** No claim, suit, or other proceeding arising out of or related to Rinker's products, services, or this Warranty may be brought after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitation period.

**12. 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 without 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 warranty, 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. The United Nations Convention on the International Sale of Goods shall not be used in the interpretation and application of this Warranty. To the extent any action is permitted in a court of competent jurisdiction, the exclusive jurisdiction for such action shall be the state court sitting in Elkhart County, Indiana or in 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 expressly 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.

**13. STATE and FEDERAL WARRANTY ENFORCEMENT LAWS.** This warranty gives you specific legal rights. You may also have other rights which vary from state to state. Some states may have laws which permit owners to obtain a replacement unit or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, Rinker requires that you first provide us with written notification of any service difficulty you have experienced with the Rinker boat so that we have an opportunity to make any needed repairs, before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Rinker Customer Service Manager at the address set out above. Always include your Hull Identification Number (HIN), found on the stern HIN tag of the boat. To the extent any provisions of this limited warranty are inconsistent or deemed unenforceable with (or under) State or Federal laws, only those parts shall be deemed to be voided or limited to the extent required to comply with the law at issue.

**14. FEDERAL COMPLIANCE.** The terms of the warrantors undertaking expressed in this limited warranty are drafted to comply with the Magnuson Moss Warranty Legislation, P.L. 93-637 of 1974, and other applicable law.

**15. SEVERABILITY.** If any provision or individual term of this Warranty is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected.