

Crestliner Limited Manufacturer Warranty – Riveted (CR Jon/Outreach)

The Crestliner Division of Brunswick Corporation (“Crestliner”) warrants to you, the first retail purchaser of a 2024 model year Crestliner Jon Riveted and Outreach Riveted Boats, if purchased from an authorized Crestliner dealer, and operated under typical, expected, non-commercial use, that 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 Manufacturer Warranty. This Limited Manufacturer Warranty is not transferrable.

Mandatory warranty rights, including a consumer’s mandatory statutory rights, by law are not affected by this Limited Manufacturer Warranty and in particular not limited or excluded. These mandatory legal rights exist regardless of whether a warranty claim occurs or rights are asserted under this Limited Manufacturer Warranty.

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 Manufacturer 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

This Limited Manufacturer Warranty will not apply to:

1. Any Crestliner Boat manufactured for sale and use in North America, sold to a consumer using the boat outside of North America. Boats intended for sale and use outside North America require specific modifications to comply with local conditions and regulations, including those in Australia and the EEA.
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 Manufacturer Warranty;
3. Any Crestliner Boat sold by an unauthorized dealer;
4. 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;
5. 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;
6. Any failure or defect due to exceeding load capacities as indicated on the capacity plates fixed to the Boat;
 7. Ordinary wear and tear;
 8. De-rigging charges and re-rigging charges;
 9. 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, and abrasions from boat covers;
 10. Damage caused by vandalism, collisions, rodents, battery acid, and chemical spills;
 11. Any failure or defect due to failure to trim boat properly while running, or to slow down in rough seas or in wake conditions;
 12. Trailing damage due to inadequate trailer support, improperly designed or improperly assembled trailer;
 13. Damage due to towing behind another boat;
 14. Damage resulting from oxidation, galvanic or 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;
 15. Transportation to the dealer for warranty repairs;
 16. 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;
 17. 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;
 18. Component parts not manufactured by Crestliner may be individually warranted by the respective manufacturer and not warranted 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 Manufacturer 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;
 19. Any failure or defect arising from a previous repair made by a non-authorized service provider;
 20. Any item exceeding the expressed coverage limits specified in this Limited Manufacturer Warranty; and
 21. 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.

COMPONENT WARRANTIES

Component parts not manufactured by Crestliner and included under Exclusions may be individually warranted by the component manufacturer. Any assistance by Crestliner and/or its dealers in administration or coordination of components which carry their own warranties shall not constitute an adoption of the warranty responsibilities of the component manufacturer. Please contact dealer for details on these separate warranties.

ENVIRONMENTAL POLICIES

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.

ACCESS FOR SERVICE

The owner must provide Crestliner with a reasonable opportunity to repair, and reasonable access to the Crestliner Boat for warranty service. Warranty claims shall be made by delivering the Crestliner Boat for inspection to a Crestliner dealer authorized to service the product. If the owner cannot deliver the product to such a dealer, written notice must be given to Crestliner. Crestliner will then arrange for the inspection and any covered repair and the owner shall pay for all related transportation charges and/or travel time.

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

To obtain service under this Limited Manufacturer Warranty, contact your Crestliner dealer within the applicable warranty period. The Crestliner Boat, including any alleged defective part, must be returned to an authorized Crestliner dealer. All warranty work will be performed at an authorized dealer, at the Crestliner factory, or at another repair facility that Crestliner approves. The owner is responsible for the expense associated with transporting the Crestliner Boat to and from the repair facility.

Please notify Crestliner of any Crestliner 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 Manufacturer Warranty, and the owner must allow Crestliner an opportunity to resolve the matter.

REGISTRATION AND WARRANTY TRANSFER POLICY

Since this Limited Manufacturer 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.

PRIVACY POLICY

This Limited Manufacturer Warranty is at all times subject to our Privacy Policy available at www.crestliner.com.

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.

GOVERNING LAW AND VENUE

This Limited Manufacturer Warranty shall be interpreted and construed according to and governed by the laws of the State of Tennessee, without regard to conflict of law principles. Venue for any and all disputes arising out of or related to this Limited Manufacturer Warranty, including without limitation the interpretation, performance or breach of this Limited Manufacturer Warranty, shall be solely and exclusively before the

United States District Court for the Eastern District of the State of Tennessee. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406 (or any successor statutes) or the doctrine of *forum non conveniens*. If the United States District Court does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Knox County, Tennessee, and the parties consent to the personal jurisdiction of such court for the purpose of such litigation.

THE FOLLOWING SECTION IS APPLICABLE TO AUSTRALIAN CONSUMERS ONLY

Crestliner Boats come with guarantees that cannot be excluded under the Australian Consumer Law. Retail owners are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Retail owners are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This Limited Manufacturer Warranty does not cover any expenses that retail owners may incur claiming the warranty.

The benefits to retail owners given by this Limited Manufacturer Warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which this Limited Manufacturer Warranty relates.

SAFETY

It is your responsibility (as well as the responsibility of any other operator of this boat) to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating, navigation and boating safety. You and any other operator of this boat should take a course in boating and boating safety before operation of this boat and should be completely familiar with all systems regarding safe operation of this boat. Personal flotation devices should be worn by each passenger in accordance with U.S. Coast Guard standards and state and federal law.

Crestliner Boats
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