

LIFETIME **B** SURE WARRANTY

BAYLINER LIMITED WARRANTY

The Bayliner Marine Division of Brunswick Family Boat Co. Inc., (“Bayliner”) provides the following Limited Warranty to the original retail owner of its Bayliner Runabout, Center Console, Cuddy, and Deck Boat model boats (“Boat”), if purchased from an authorized dealer and operated under normal, noncommercial use, subject to the remedies, exclusions, and limitations set out in this Limited Warranty.

LIMITED LIFETIME STRUCTURAL HULL WARRANTY TO ORIGINAL RETAIL OWNER

Bayliner will repair or replace, at its sole discretion, any Structural Hull Defect, as defined below, which is reported during the period of ownership of the original retail owner. For purposes of this Limited Warranty: 1) The “Hull” shall mean the single fiberglass molded shell and integral structure within that shell, including stringers, floorboards and related structural reinforcements, all of which are below the hull flange; and 2) a “Structural Hull Defect” shall mean a substantial defect in materials or workmanship in the Boat’s Hull which causes the Boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

LIMITED TEN-YEAR STRUCTURAL HULL WARRANTY TO SECOND RETAIL OWNER

Upon the second owner’s receipt of a transfer confirmation notice from Bayliner, Bayliner will repair or replace, at its sole discretion, any Structural Hull Defect, as defined above, which is reported within ten (10) years of the Boat’s date of delivery to the original retail owner.

LIMITED FIVE-YEAR STRUCTURAL DECK WARRANTY

Bayliner will repair or replace, at its sole discretion, any Structural Deck Defect, as defined below, which is reported within five (5) years of the Boat’s date of delivery to the original retail owner. For purposes of this Limited Warranty: 1) The “Deck” shall mean the molded fiberglass shell and integral fiberglass structural components above the hull flange (i.e. gunwale); and 2) a “Structural Deck Defect” shall mean a substantial defect in fiberglass materials or workmanship in the Boat’s Deck which causes the Boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

LIMITED ONE-YEAR PARTS AND COMPONENTS WARRANTY

Bayliner will repair or replace, at its sole discretion, any part or component found to be defective in factory materials or workmanship, which is not covered, limited, or excluded by any provision of this Bayliner Runabout, Cuddy, & Deck Boat Limited Warranty, if reported within one (1) year of the Boat’s date of delivery to the original retail owner.

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EXCLUSIONS

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts (“Component Manufacturer”) on the Boat are hereby assigned to the owner, to the extent permitted by the Component Manufacturer, as the owner’s sole and exclusive remedy with respect to such items. Any assistance by Bayliner and/or its authorized dealers with regard to component warranties shall not constitute an adoption of the responsibilities of a component manufacturer with regard to its component warranties. This Limited Warranty does not apply to any Boat which has been salvaged or declared a total loss or a constructive total loss for any reasons not covered in this Limited Warranty. This Limited Warranty also does not apply to the following items:

1. Engines, drive trains, controls, props, batteries; other equipment or accessories that carry their own individual warranties; or equipment and accessories which are not installed by Bayliner;
2. Windshield damage or breakage;
3. Rainwater leakage, including rainwater leakage through windshields and convertible tops;
4. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading or oxidation of gel coat, wood finishes (varnishes, stains and paints), fabrics, vinyls, plastics, trim tape, plated or painted metal, stainless steel finishes, anti-fouling bottom paint, or zinc anodes;
5. Hull blisters that form below the waterline;
6. Any Boat which has been altered or modified from Bayliner factory specifications;
7. Any Boat initially sold at retail by a party other than an authorized Bayliner dealer;
8. Any Boat which has been used for racing or military purposes, or which has been overpowered according to Bayliner factory specifications for such Boat;
9. Any Boat used for Commercial Purposes. Commercial Purposes, as used herein, includes but is not limited to any for-profit uses;
10. Any failure or defect caused by an accident; product abuse or misuse; improper rigging and installation by an owner or any other person or entity not being an authorized dealer; failure of the owner to use, maintain, or store the Boat as specified in Bayliner’s owner’s manual(s); and any other failure to provide reasonable care and maintenance;
11. Any transportation, haul out, or other expenses incurred in returning the Boat to the selling dealer or to the Bayliner factory for warranty service;
12. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics;
13. Damage, shrinkage, or deterioration of carpet, upholstery and exterior canvas tops, enclosures, and weather covers (including rainwater leakage);
14. Any failure or defect caused by an act of nature resulting in damage, cost, or expense;
15. Any failure or defect arising from a previous repair made by a non-authorized service provider;
16. Any item exceeding the expressed coverage limits specified in any Bayliner Limited Warranty; and
17. 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.

BAYLINER LIMITED WARRANTY, CONT.

SOLE REMEDY

The remedy of repair or replacement of parts 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 Bayliner for any claims whatsoever of economic loss resulting from product failure. In keeping with environmental policies and practices, Bayliner 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 Bayliner shall not be deemed an admission that the product is defective. Products that are replaced become the property of Bayliner.

OTHER LIMITATIONS

Except as set forth herein or on any other written limited warranties by Bayliner, there are no other warranties either expressed or implied provided by Bayliner on this boat. All other warranties, expressed or implied, including implied warranties of fitness and merchantability, are expressly excluded. Bayliner 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 limited warranties stated herein. To the extent allowed by law neither Bayliner, 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 at www.bayliner.com.

STATUTE OF LIMITATIONS

Any action for rescission or revocation against Bayliner 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 Bayliner, 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.

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OWNER'S OBLIGATIONS

Contact the selling Bayliner dealer to set up an appointment for warranty repairs. All warranty work or repairs must be referred to the selling dealer for authorization as a condition precedent to Limited Warranty coverage. Bayliner must receive written notice of any remaining warranty claims from the owner prior to the expiration of the owner's Limited Warranty, and the owner must allow Bayliner an opportunity to resolve the matter. The Owner must notify Bayliner of any Boat being repaired by an authorized Bayliner dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt.

REGISTRATION & WARRANTY TRANSFER POLICY

Please submit the product registration card within 30 days of delivery of the Boat in order to activate warranty coverage. Information about our Privacy Policies can be obtained at www.bayliner.com. This Limited Warranty extends only to the first retail purchaser. The unexpired terms of the Limited Five-Year Structural Deck Warranty and the Limited One-Year Parts and Components Warranty provisions may be transferred to a subsequent owner upon the new owner's request and the Limited Ten-Year Structural Hull Warranty to Second Retail Owner may be transferred to a second owner, except 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. Bayliner 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 new owner can submit written request to Bayliner within thirty (30) days of the purchase of the Boat, accompanied by payment of a transfer fee to Bayliner in the amount of \$100. The transferred Limited Warranty will become effective when the second owner receives a transfer confirmation notice from Bayliner.

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 Bayliner. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

For further information regarding this Limited Warranty, please contact Bayliner at:

Bayliner Marine
1 N. Field Court
Lake Forest, IL. 60045
Phone: (865) 971-6311
Email: boathelp@usmboats.com

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