

BAYLINER LIMITED MANUFACTURER WARRANTY (US AND CANADA)

Brunswick Family Boat Co., Inc. dba Bayliner (“Bayliner”) provides the following Limited Manufacturer Warranty to the retail owners of its model year 2025 Bayliner Boats, that if purchased from an authorized Bayliner dealer and operated under normal, noncommercial use, Bayliner will repair or replace, at its sole discretion, any defect in material or workmanship in the Bayliner Boat that is reported within the applicable Limited Manufacturer Warranty periods and within the scope as set out below.

SCOPE

This Limited Manufacturer Warranty applies only to Bayliner Boats purchased in the US and Canada, and to recreational use customers only (not commercial users). Commercial use is defined as any use of the product which generates income, even if the product is only occasionally used for such purposes. The details of the Commercial Use Warranty are set forth below.

Routine maintenance outlined in the Owner’s and included Maintenance Manuals must be timely performed in order to maintain Limited Manufacturer Warranty coverage.

This Limited Manufacturer Warranty applies to the following items:

1. **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 Manufacturer 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. **This Limited Lifetime Structural Hull Warranty is not transferable.**
2. **Limited Ten-Year Structural Hull Warranty to Second Retail Owner:** Upon the second owner’s receipt of an approved warranty transfer 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 from the date of the first retail purchase by the original retail owner. **This Limited Ten-Year Structural Hull Warranty is not transferable.**
3. **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 date of delivery to the first retail purchaser. For purposes of this Limited Manufacturer 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.
4. **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 Limited Manufacturer Warranty, if reported within one (1) year of the date of delivery to the first retail purchaser.
5. **Limited Two-Year Fuel System Warranty:** Bayliner will repair or replace, at its sole discretion, any part or component related to the evaporative emission-related part on your spark-ignition marine watercraft found to be defective in factory materials or workmanship, which is not covered, limited, or excluded by any provision of this Limited Manufacturer Warranty, if reported within two (2) years of the date of delivery to the first retail purchaser.
6. **One (1) Year Limited Gel Coat Warranty:** Bayliner will repair or replace, at its sole discretion, any Gel Coat Defect, as defined below, which is reported during the period of ownership of the original retail owner. For purposes of this Limited Gel Coat Warranty, "gel coat" refers to the exterior coating on all fiberglass parts. Gel coat is a surface coating and defects in gel coat are cosmetic - not structural. Because the gel coat finish is applied manually by Bayliner craftsmen, manufacturing variations or cosmetic imperfections are inherent in the gel coat finish, but these imperfections are normal and have no effect on the use, safety, or value of your boat. The Limited Gel Coat Warranty is limited to one (1) year from the date of delivery to the first retail purchaser and covers only the following:
 - a) Gel coat cracking (also known as crazing) resulting from stress inherent in the design or construction.

- b) Laminate air voids resulting in cracks or chips to the gel coat.

To determine whether the Limited Gel Coat Warranty applies, Bayliner may review photos of the alleged defects. Bayliner reserves the right to define the time required, methods used, and reimbursement costs to repair the gel coat defect(s). At Bayliner's sole discretion, Bayliner may elect to send a qualified gel coat repair technician to the dealer or return the boat from the dealer to the factory for repair. **This one (1) year Limited Gel Coat Warranty is not transferable.**

EXCLUSIONS

This Limited Manufacturer 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 Manufacturer Warranty. This Limited Manufacturer Warranty also does not apply to the following items:

1. Equipment or accessories which are not installed by Bayliner or which carry their own individual warranties, including but not limited to engines and engine components, drive trains, props, batteries, propellers, controls, steering mechanisms, and electronics;
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, except as provided below. Commercial Purposes, as used herein, includes but is not limited to any for-profit use;
10. Any failure or damage 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. Normal wear and tear maintenance items are excluded from warranty coverage, including but not limited to filters, bulbs, batteries, bungees, wiper blades, and anchor rope;
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 damage caused by an act of nature resulting in damage, cost, or expense;
15. Any failure or damage arising from a previous repair made by a non-authorized service provider;
16. Any item exceeding the expressed coverage limits specified in this Limited Manufacturer 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.

COMPONENT WARRANTIES

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 components which carry their own warranties shall not constitute an adoption of the warranty responsibilities of the component manufacturer.

COMMERCIAL USE WARRANTY

For any Bayliner Boat used for commercial or revenue-producing purposes, the terms of this warranty will only apply for a period of ninety (90) days from the date of purchase by the original owner. All other warranties are disclaimed.

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 MANUFACTURER WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST BAYLINER FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE UNDER THIS LIMITED MANUFACTURER WARRANTY. IN NO EVENT SHALL ANY REPAIR OR REPLACEMENT UNDER THIS LIMITED MANUFACTURER 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.

ENVIRONMENTAL POLICIES

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.

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 MANUFACTURER 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 JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME JURISDICTIONS 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.

ACCESS FOR SERVICE

The owner must provide Bayliner with a reasonable opportunity to repair, and reasonable access to Bayliner Boat for warranty service. Warranty claims shall be made by delivering the Bayliner Boat for inspection to a Bayliner dealer authorized to service the product. If the owner cannot deliver the product to such a dealer, written notice must be given to Bayliner. Bayliner 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 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.

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 (unless otherwise approved by Bayliner) for authorization as a condition precedent to Limited Manufacturer Warranty coverage. Bayliner 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 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

The limited warranty coverage is activated by the authorized dealer registering the sale of a new Boat with Bayliner. This Limited Manufacturer 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 is only available to one subsequent owner after the first retail purchaser, except this Limited Manufacturer 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 Manufacturer Warranty. The new owner can submit written request to Bayliner within thirty (30) days of the purchase of the Boat. The transferred provisions of the Limited Manufacturer Warranty will become effective when the second owner receives a transfer confirmation notice from Bayliner. Notwithstanding anything in this Limited Manufacturer Warranty to the contrary, Bayliner reserves the right to reject any warranty transfer request for a Bayliner Boat that has been damaged, neglected, or otherwise previously excluded from warranty.

PRIVACY POLICY

This Limited Manufacturer Warranty is at all times subject to our Privacy Policy available at <https://www.bayliner.com/us/en/policies.html>.

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.

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.

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.

BAYLINER WARRANTY SUMMARY

Coverage Type	Coverage Period
Limited Structural Hull	Lifetime – First Owner; up to 10 years – Second Owner
Limited Structural Deck	5 Years
Limited Gel Coat	1 Year
Limited Parts and Components	1 Year
Limited Fuel System	2 Years

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

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