

## **Boston Whaler® Products**

### **Limited Commercial Warranty**

**Brunswick Commercial & Government Products (BCGP)** warrants that each Boston Whaler hull manufactured by **BCGP** will be free from structural defects due to substandard material or workmanship, under conditions of reasonable commercial or government service, for a period of ten years from the date of manufacture. The following stipulations apply to this warranty:

- The hull warranty is offered on a pro-rata basis. Available reimbursement will be reduced each month by a percentage, which will be the number of months from date of manufacture divided by 120. As an example, if the repair occurs 72 months after date of manufacture ( $72 \div 120 = 0.6$ ), 60% of the pro-rata warranty has expired. **BCGP** will pay 40% of the authorized warranty repair or replacement cost.
- All warranty repairs must be authorized in advance by **BCGP**. Any structural defects will be repaired at a service agent chosen by **BCGP** or at the **BCGP** repair facility in Edgewater, Florida.
- Expenses for towing, hauling out, transportation to and from the **BCGP** service agent, or to and from the **BCGP** repair facility in Edgewater, Florida are the responsibility of the boat owner.
- Damage resulting from abuse, misuse, accidents, improper storage, sub-freezing temperatures, lack of reasonable and proper maintenance, overloading or overpowering, and modification or alteration of the hull is not covered.
- Damage resulting from a war, police action, or armed conflict is not covered.
- This warranty is not transferable from the original owner.
- Specifically excluded from this warranty are gelcoat issues such as fading, color shifting, chalking, blistering, cracking, crazing, and stress lines.

Accessories manufactured and installed by **BCGP** are warranted for 12 months from date of installation against defective material or workmanship. Specifically excluded from this accessory warranty are windshield breakage or leakage, engines, engine components, batteries, propellers, controls, control cables, steering systems, electronics, and any other accessory covered by a separate OEM warranty. This accessory warranty is not transferable from the original owner.

**None of these warranties applies to any Boston Whaler hull, accessory, or part that has been structurally altered or subjected to unreasonable use, improper storage, lack of reasonable and proper maintenance, negligence, or accident.**

The obligation of **BCGP** under this warranty is limited to the pro-rata cost to repair or replace a hull or part that has, within the warranty period, been determined by **BCGP** to be defective in material or workmanship. The decision to repair or replace a hull or part shall be solely at the election of **BCGP**. If a warranted defect is determined to exist, **BCGP** will provide written authorization for exactly what repair will be made. **No work of any kind may be performed without this written authorization.** **BCGP** makes no other express warranties, and intends no implied warranties. Implied warranties of fitness and merchantability are specifically excluded. **BCGP** also disclaims any liability for product failure or other economic loss arising from claims of negligence, defective design, manufacturing defect, failure to warn or instruct, lack of seaworthiness, and any other theory of liability not expressly covered by this warranty. If any implied warranties are found to exist, such implied warranties will be subject to the time limits in this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation might not apply to you. **BCGP** will not be liable for incidental or consequential damages including, but not limited to, loss of profits, rental of substitute equipment, or other commercial loss. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion might not apply to you. **BCGP** will not be liable for any warranty expressed by a third party, if such warranty is not also expressed in writing by **BCGP**.

**BCGP** reserves the right to improve its products through ongoing changes in design and materials without obligation to incorporate such changes on existing boats. Speed, boat weight, fuel consumption, and other boat performance characteristics are estimates and cannot be guaranteed.

To initiate a warranty claim, it is the responsibility of the boat owner to contact **BCGP** or an authorized **BCGP** service agent immediately after discovering a defect. The boat owner must supply details of the problem, hull identification number, date of purchase, and selling dealer name, if applicable. **BCGP** will be solely responsible for determining and authorizing warranty repairs.

This warranty gives you specific rights and you might have other rights that vary from state to state. Other **BCGP** products might have warranties that are different from this one.