

BENNINGTON PONTOONS

North American Limited Product Warranties (Excluding Overseas, Commercial, and Rental Applications)

1. WHO WARRANTS THE WARRANTY? The boat as described and limited herein has its product warranty extended by the manufacturer and installer of the boats produced by Pontoon Boat, LLC 2805 Decio Drive, Elkhart, an Indiana corporation, hereinafter referred to as Bennington.

2. WHO IS COVERED? The warrantor, Bennington, warrants the limited warranty to you, the original retail purchaser for private, non-commercial, normal use. Any product used for commercial purposes, including, but not limited to rental fleets, demonstrators, competitive racing and other commercial uses shall be warranted for thirty (30) days after the original purchase date and does not apply to the expressed limited warranty. See details regarding deck transfer below.

3. WHAT IS COVERED? Bennington, your warrantor extends the following limited warranty to you, which limited warranty covers your Bennington pontoon as to material defects and all materials and workmanship supplied by or performed by Bennington.

4. WARRANTY PERIOD. The Bennington limited warranty is expressed as follows, except for and subject to other coverage's and conditions listed in the limited warranty. **Limited lifetime structural warranty and wood component warranty.** Bennington provides to the original retail purchaser a limited warranty against structural failure on all pontoons, gates, channels, motor mounts or railings resulting from defects in material and or workmanship under normal non-commercial use. Additionally, Bennington will, at its discretion, repair or replace any wooden deck or wood component which fails as a result of defects in material and or workmanship free of charge for materials and labor to the original owner/retail purchaser only.

Transferability - the **Limited lifetime structural warranty and wood component warranty** is transferable within ten (10) years of the original purchase date of the boat. Once transferred, coverage extends for a maximum of ten (10) years from date of original purchase. Completion of a warranty transfer is required through an authorized Bennington dealer.

Original retail purchasers of 2013 and newer product who also elect to join Club Bennington at time of retail registration (or are existing Club Bennington members) are entitled to Seven (7) years of stem to stern coverage. In the event a warranty transfer occurs the remaining balance of the standard Five (5) year warranty will apply (see details below).

The warranties listed below are transferable to a second owner during the warranty period. A warranty transfer is required through an authorized Bennington dealer.

Five (5) year limited carpet and fabric warranty. Warranted from failure due to fading, peeling or cracking for a period of five (5) years warranty shall include replacement materials and or labor, based upon an inspection by a qualified Bennington representative. Excessive deterioration caused by overexposure to the sun as a result of improperly covering the boat may be excluded from this warranty. Damage caused by rips, tears, snags and unraveling or other abuse is not covered under this warranty.

Five (5) year limited Bimini top fabric warranty. Warranted against excessive loss of color or strength under normal exposure conditions.

Five (5) year component parts warranty. Including radios, gauges and depth finders not manufactured by Bennington.

Five (5) year warranty on all other items not specifically addressed above.

5. OTHER WARRANTIES THAT MAY APPLY. Additional component warranties may be provided by the respective manufacturers and not by Bennington. Applicable warranties may be found in the product owner's packet or by contacting Bennington's Customer Service Department. Bennington will not pay for any such warranty of the manufacturer whether or not they honor such warranty.

6. OWNER'S RESPONSIBILITY. The original owner was required to register this product **within fifteen (15) days of delivery** of the boat by mail or through an authorized Bennington 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 Bennington products and components are the responsibility of the owner. Failure of any product or component caused by improper cleaning procedures, negligence 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.

7. 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 Bennington dealer, or another warranty service facility designated by Bennington, and have a warranty claim submitted to Bennington. If you or your dealer has moved, or if your dealer is no longer in business contact Bennington Customer Service, 2805 Decio Drive, Elkhart, Indiana 46514, for the name of your nearest Bennington dealer. Your claim must be made within thirty (30) days of the discovery of the defect. Based on the determination of Bennington, and subject to the terms of the warranty, the warranty repair work will be authorized by Bennington.

8. WHO PERFORMS LIMITED WARRANTY SERVICE? The best place to obtain warranty service is at the marine dealer where you originally purchased your product. If the dealer cannot perform the service work they should call Bennington Customer Service for assistance. If you are unable to visit your original marine dealer, contact Bennington Customer Service, 2805 Decio Drive, Elkhart, Indiana 46514, for the name and location of a Bennington dealer near you.

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

9. DISPUTE RESOLUTION. Should you be unable to resolve a disagreement with your service facility regarding your right to pursue warranty coverage for a needed repair contact the Bennington Customer Service Department (see address below). If a dispute about warranty service arises between Bennington and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for a decision. The panel will be made up of one member appointed by Bennington, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Bennington and Bennington fails to abide by the ruling. The expenses of this arbitration will be paid by the party against whom the arbitrator(s) rule.

10. EXCLUSIONS AND LIMITATIONS. Damage caused by abuse, misuse, unreasonable use, neglect of others, failure to observe proper maintenance and operating practices, failure to comply to the safety regulations listed in your operators manual, failure to trim boat properly, submersion in water (under certain circumstances, water can advance over the front bow deck of a pontoon boat and cause damage to the bow rails), electrolysis, cosmetic damage from salt water corrosion, towing behind other boats, improper trailers or trailering, improper use or stress on components or parts, attempted disassembly without Bennington authorization, accidents, acid rain, natural disasters or acts of God, or normal wear and tear or fading of fabrics and carpeting are not covered by warranty. Replacement parts provided under terms of the warranty will, whenever possible, match original equipment (but is not guaranteed). This warranty does not apply to any damage that is the result of rust, corrosion, or prolonged or improper storage. When necessary, Bennington will substitute parts of comparable function and value. Bennington will not be responsible for any sums exceeding the cost of defective part or product to the original purchaser. **Bennington reserves the right to make changes without notice to the design, material or warranty of the product without incurring any obligation to incorporate such changes for product already manufactured by Bennington.**

This warranty does not cover any Bennington product that is damaged as a result of stray-current corrosion or galvanic corrosion that results from the lack of maintenance of, and/or use of incorrect sacrificial anodes. Electrolysis can occur under many different circumstances both in and out of the water, none of which would be covered under warranty. Electrolysis can cause severe structural damage to a boat and its accessories. To prevent damage, precautions should be taken including but not limited to: sacrificial anodes, anti-fouling paint, limited exposure in saltwater, trailers with plastic-tread bunks (do not use carpeted bunks), fully wash the boat, tubes, cross members immediately after every usage in saltwater.

Boating safety is a topic that should be addressed and explained to every boater and all passengers. All coast guard and weather warnings should be followed and no boat should be used under unsafe sea conditions. This is not limited to off-shore boating but may also include inland waterways that may experience water that should only be navigated under extreme circumstances.

Warranty will not be extended to non-factory installed items, including, but not limited to, engines and the installation of its components or additional time for adjustments or final assembly for delivery. **Bennington will not be responsible nor liable for consequential indirect or incidental damages from use of equipment that exceeds the manufacturing load capacities, certification or horse power for the product.**

Modifications, alterations, or repairs performed by unauthorized personnel may invalidate all or part of the Bennington warranty. Corrosion due to using non-marine grade screws and fasteners to add, replace, or repair any items will not be covered by warranty. Contact Bennington Customer Service before making any custom changes.

Bennington shall not be responsible nor liable for consequential indirect or incidental damages, mental anguish or distress, such as damage or injury to persons, loss of property, loss of time or inconvenience, loss of revenue, loss of use or enjoyment, towing expenses, haul out or launching expenses, de-rigging or re-rigging charges, gasoline, mileage, Bennington dealer or non-Bennington dealer service calls, charges, transportation, telephone, loading expenses or any similar cost not mentioned above. Damages are exclusively limited to the cost of repair and/or replacement of the damaged or defective part or parts, as the case may be, at the exclusive option of Bennington and Bennington shall not be responsible for any other damages whatsoever.

11. LIMITS OF THE WARRANTY. This written statement of limited warranty represents the entire warranty authorized and offered by Bennington. There are no warranties or representations beyond those expressed in this written document. It cannot be amended by any dealership, salesperson or agent. It expressly limits all warranties, including, but not limited to, by any way of specifications, both expressed and implied warranties, including warranties of merchantability and fitness for a particular purpose along with all other liabilities or obligations of Bennington. No warranties are made on products sold outside the continental United States or Canada.

12. STATE WARRANTY ENFORCEMENT LAWS. 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, Bennington requires that you first provide us with written notification of any service difficulty you have experienced with the Bennington pontoon 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 Bennington Customer Service Manager at the address below. Always include your Hull Identification Number, found on the aft deck trim of the pontoon.

13. 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. Any warranty provisions promulgated by the Federal Trade Commission pursuant to rules or any other law relative thereto are expressly incorporated herein. To the extent any provisions of this limited warranty are inconsistent with State laws, only those parts are void.

Bennington, 2805 Decio Drive, Elkhart, IN 46514