

LIMITED WARRANTY MARINE PRODUCTS

FOREST RIVER INC.

PONTOON BOATS BY FOREST RIVER MARINE

Thank you for choosing to purchase a Pontoon Boat by Forest River Marine, a fine product in which design and construction have received the care that quality demands. This important warranty covers many items and is indicative of our desire to stand behind our products and assure our customers' complete satisfaction. If at any time the need arises to speak with a Forest River representative please find our contact information in our owner's manual or at www.forestriverinc.com.

WARRANTY COVERAGE SUMMARY OF WARRANTY: Forest River Marine, 51773 County Road 39, Middlebury, Indiana 46540 (Warrantor) warrants to the ORIGINAL CONSUMER PURCHASER ONLY, when purchased from an authorized Forest River Marine dealer, for the periods stated below that the covered structures and components shall be free of substantial defects in materials and workmanship attributable to Warrantor.

a. **Limited lifetime structural warranty and wood component warranty.** Forest River Marine warrants to the original retail purchaser that all pontoons, gates, channels, motor mounts, or railings will be free from structural failure resulting from defects in material and/or workmanship under normal, non-commercial use for the lifetime of the product. Warrantor 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/retailer purchaser only for the lifetime of the product.

b. **Five (5) year limited floor covering and vinyl warranty.** Floor coverings and vinyl upholstery are warranted from failure due to fading for a period of (5) years from the date of original retail purchase. Coverage shall include replacement materials and/or labor, based upon an inspection by a qualified Forest River, Inc. 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, unraveling, environmental issues (mold, mildew, etc.), harsh chemical cleaners and other abuse is not covered under this warranty.

c. **Five (5) year limited Bimini top fabric warranty.** If equipped, the Bimini top fabric is warranted against excessive loss of color or strength under normal exposure conditions. Damage caused by rips, tears, snags, unraveling, environmental issues (mold, mildew, etc.), harsh chemical cleaners and other abuse is not covered under this warranty.

d. **Five (5) year component parts warranty:** All other component parts that are not separately warranted by their respective manufacturer are warranted against material defect for a period of five (5) years from the date of original retail purchase.

EXCLUSIONS FROM THIS WARRANTY: Warrantor expressly disclaims any responsibility for damage to the unit caused by abuse, misuse, unreasonable use, neglect of others, failure to observe proper maintenance and operating practices, failure to comply with the safety regulations listed in your operators manual or mandated by the United States Coast Guard or other authority, failure to trim boat properly or slow down in rough water, immersion in water, electrolysis, salt water corrosion, towing behind other boats, improper trailers or trailering, improper use or stress on components or parts, attempted disassembly without Warrantor's prior authorization, accidents, acid rain, natural disasters or acts of God, or normal wear and tear or fading of fabrics and floor coverings are not covered by warranty.

Warranty will not be extended to non-factory installed items, including, but not limited to, engines and the installation of its components, additional time for adjustments or final assembly for delivery. Warrantor will not be responsible or liable for consequential indirect or incidental damages from use of equipment that exceeds the manufacturing load capacities, certification or horsepower for the product. Modifications, alterations or repairs performed by unauthorized personnel invalidate all or part of this 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 Forest River Marine Customer Service before making any custom changes.

Warrantor makes no warranty with regard to, but not limited to, batteries and gauges, routine maintenance, equipment and appliances, or audio and/or electronic equipment. Their respective manufacturers and suppliers may warrant some of these items. Warranty information with respect to these items is available from your dealer.

The Warrantor further makes no warranty with regard to any product used for commercial purposes, as a rental unit, competitive racing, or any product not registered and normally used in the United States or Canada. For purposes of this warranty, it shall be deemed conclusive evidence of commercial purposes if the product is licensed, titled, registered, or insured in the name of any corporation, LLC, or any other form of business or commercial entity.

LIMITATION AND DISCLAIMER OF WARRANTIES: WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE EXCEPT IN THOSE STATES THAT DO NOT ALLOW THIS EXCLUSION. WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD. No action to enforce express or implied warranties shall be commenced later than ninety (90) days after expiration of the Warranty Period. There is no warranty of any nature made by the Warrantor beyond that contained in this Warranty. No person has authority to enlarge, amend or modify this Warranty or to bind the Warrantor to any action under this warranty, except the Warrantor.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No action to enforce express or implied warranties shall be commenced without prior written notice to the manufacturer and/or Warrantor at the address listed above of the alleged defect or nonconformity or the authorized repair facility's failed repair attempt and MANUFACTURER, AT ITS DIRECT OPTION, SHALL HAVE A FINAL OPPORTUNITY TO REMEDY.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE ORIGINAL CONSUMER PURCHASER OF THIS RECREATIONAL VEHICLE AND ANY PERSON TO WHOM THIS UNIT IS TRANSFERRED, AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THIS UNIT, SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

NOTICE of any dispute or claim arising under this warranty or any applicable Federal or State laws must be sent to Warrantor at: Forest River Marine, 51773 County Road 39, Middlebury, Indiana 46540.

The terms, conditions, rights and responsibilities of this warranty shall be governed by the laws of the State of Indiana notwithstanding any other state laws.

WARRANTOR'S OBLIGATIONS: Warrantor will remedy substantial defects in materials and workmanship caused by Warrantor. Warrantor shall elect to remedy the defect from among the following: repair or replacement. Warranty performance can only be obtained at Warrantor's authorized dealers and service centers and from Warrantor at the discretion of the Warrantor. All costs incurred in transporting this recreational vehicle for warranty service shall be borne by Purchaser. Warrantor shall remedy the defect within a reasonable amount of time after appointment and delivery by Purchaser. All of Warrantor's expenses in remedying the defect shall be borne by the Warrantor.

PURCHASER'S OBLIGATIONS: Purchaser shall deliver this recreational vehicle for warranty service within a reasonable time after discovery of the defect and in no event after expiration of the Warranty Period. All expenses incurred by Purchaser in obtaining warranty service shall be borne by Purchaser. Warranty service shall, whenever possible, be scheduled with the selling dealer by an appointment in order to avoid possible delays. Purchaser can, if necessary, obtain a list of persons authorized to perform warranty service by contacting Warrantor at the above address. No action to enforce express or implied warranties shall be commenced without prior written notice to the manufacturer and/or Warrantor at the address listed above of the alleged defect or nonconformity or the authorized repair facility's failed repair attempt and MANUFACTURER, AT ITS DIRECT OPTION, SHALL HAVE A FINAL OPPORTUNITY TO REMEDY.

EVENTS DISCHARGING WARRANTOR FROM OBLIGATION UNDER THIS WARRANTY: Misuse or neglect, including but not limited to failure to provide reasonable and necessary maintenance, unauthorized alteration, accident, and improper loading, commercial use or leasing of the boat, shall discharge Warrantor from any obligation under this Warranty. Notwithstanding these or other terms discharging the Warrantor, the provision of service by a Forest River authorized service center, authorization of repairs by Forest River, or any other attempt to resolve a complaint or request for warranty service shall not constitute a waiver of Warrantor's rights.

PARTS AND DESIGN CHANGES: Warrantor reserves the right to change the parts and design of its products from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in its products previously manufactured.

OBTAINING WARRANTY SERVICE: To ensure your local dealer's personal interest in your complete satisfaction, it is recommended that all warranty service be performed by the authorized dealer from whom you purchased your unit. Following a move or as you are traveling, should warranty service become necessary, such service may be performed by any authorized dealer in the United States or Canada. Such service shall also, whenever possible, be scheduled by an appointment in order to avoid possible delays.

OTHER WARRANTIES: As indicated in the paragraph above, entitled 'Exclusions From This Warranty', certain items that are not covered by this Warranty may be warranted separately by their manufacturers or suppliers. In order to validate those warranties, you may also be required to complete and return to the appropriate manufacturer the warranty forms included with the information package. See these warranties with respect to their terms and conditions. These other warranties may cover such items as electronics, trailers, tires, tubes, batteries, optional generators, and appliances, which are not covered by this Limited Warranty. For service or parts required for these products, it may be necessary to write or call the product manufacturer to obtain the nearest authorized service center location. In requesting parts for separately warranted products from the manufacturer of the product or its authorized service center, it may also be necessary to first obtain a warranty work authorization number before the work is done. It may also be necessary to provide the Product Name, Model and Serial Number along with the description of the problem and part needed, plus shipping instructions.

OWNER ASSISTANCE: Your confidence and goodwill are important to Forest River Inc. as is maintaining a pleasant relationship with our dealers. We, at Forest River, recognize that there may be occasions when a warranty or service problem is not handled to your satisfaction. After discussing the situation with the dealership management, if your problem has not been resolved to your satisfaction, we welcome you to contact the Forest River Customer Service Manager at the address listed above. Our recommendations for an agreeable solution will be communicated to the local dealer. **Forest River Marine customer service contacts can be found in our owner's manual or by visiting www.forestriverinc.com.**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

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