

## CHRIS-CRAFT LIMITED WARRANTY

Chris-Craft Corporation warrants to the original retail owner of its boats and yachts, if purchased from an authorized Chris-Craft dealer, and operated under normal, non-commercial use ("Boat") that the selling dealer will repair or replace, at its sole discretion, any defects in material or workmanship in the Chris-Craft Boat that are reported during the applicable warranty periods set out below, subject to the remedies, exclusions and limitations in this limited warranty. This Limited Warranty applies to Chris-Craft Boats beginning with model year 2021.

### ORIGINAL OWNER LIFETIME LIMITED STRUCTURAL HULL PROVISION

Subject to the conditions, exclusions and limitations set forth below, Chris-Craft warrants to only the First Retail Purchaser<sup>1</sup> of a new Chris-Craft boat, at Chris-Craft's option, either Chris-Craft or its authorized dealer will repair the fiberglass hull<sup>2</sup> manufactured by Chris-Craft if it is found to be Structurally Defective<sup>3</sup> in material or workmanship for as long as the first retail purchaser owns the boat. Chris-Craft's obligation to repair a hull shall be limited to the fair market value<sup>4</sup> of the owner's boat at the time of the loss. For first subsequent owners<sup>5</sup>, upon Chris-Craft's receipt and approval of a warranty transfer form, Chris-Craft warrants the same items, but limits the coverage to a period ending (5) years after the date of delivery<sup>6</sup> to the first retail purchaser. See Owner's Manual for a copy of the warranty transfer form and details about cost and documentation requirements.

### LIMITED STRUCTURAL DECK<sup>7</sup> PROVISION

Subject to the conditions, exclusions and limitations set forth below, Chris-Craft warrants to the First Retail Purchaser of a new Chris-Craft boat for a period of five (5) years from the date of delivery, that either Chris-Craft or its authorized dealer will repair the fiberglass deck<sup>7</sup> manufactured by Chris-Craft if it is found to be Structurally Defective. Chris-Craft's obligation to repair a deck is limited to the fair market value of the owner's boat at the time of the repair.

**UPHOLSTERY:** defects in factory materials or workmanship within three (3) years of the date of delivery to the first retail purchaser. **This limited warranty is subject to all limitations and conditions explained below.**

**OEM VENDOR PARTS OR ACCESSORIES:** which were installed in or on the Boat when it shipped from the Chris-Craft factory that are found to be defective in material or factory workmanship for a period of five (5) years from the date of delivery to the first retail purchaser. The cost of labor to repair or replace parts or accessories included in the preceding sentence will be covered for a period of two (2) years from the date of retail delivery. **This limited warranty is subject to all exceptions, limitations and conditions explained below.**

**GEL COAT AND PAINTED FIBERGLASS COMPONENTS:** that have laminate blisters<sup>8</sup>, air voids or stress cracks which occurred as a result of defects in factory material and workmanship within two (2) years of the date of delivery to the first retail purchaser, provided that the original factory gel coat surface has not been altered in any way such as accident repair, application of a coating, or from improper surface preparation for bottom paint, (i.e., excessive sanding or sandblasting, etc.), any of which will void this warranty. Because local area operating conditions and customer care have an effect on surface finishes, this warranty does not cover damage or deterioration (such as fading, oxidation, discoloration) due to in water storage or improper care of the finish. This warranty will be voided as a result of in-water storage without a marine barrier coating properly applied. **This limited warranty is subject to all limitations and conditions explained below.**

### WARRANTY EXCEPTIONS: THIS LIMITED WARRANTY DOES NOT COVER THE FOLLOWING:

- (a) Engines, all power train components, batteries and electrical generators, which come with their own warranty, metal plating or finishes, windshield and window breakage, and leakage due to seal and / or caulk shrinkage or wear and tear; fading and deterioration of paints, timber, canvas, vinyl, upholstery and fabrics except as noted elsewhere in this warranty;
- (b) Painted outboard engines; Defects in gel coat, varnish or painted surfaces including, but not limited to, fading, chalking, peeling, osmotic blistering or discoloration as a result of environmental conditions, except as noted elsewhere in this limited warranty;
- (c) Accessories and items which were not part of the Boat when shipped from the Chris-Craft factory, and/or any damage caused thereby;
- (d) Damage caused by rainwater leakage, misuse, accident, galvanic corrosion, negligence, lack of proper maintenance, trailering, blocking or lifting;
- (e) Any Boat used for competition, racing, rental, time share, boat club, business or commercial purposes; or that has been subject to repossession.
- (f) Any Boat operated contrary to any instructions furnished by Chris-Craft, or operated in violation of any federal, state, Coast Guard or other governmental agency laws, rules or regulations;
- (g) The limited warranty is void if unauthorized alterations have been made to the Boat, engine or powertrain components.
- (h) All costs of haul-out, storage or transportation of Boat or parts to and/or from the CHRIS-CRAFT factory or authorized service location;
- (i) Travel time, loss of time or inconvenience, or the cost of any repair by a non-authorized service provider unless pre-approved by Chris-Craft;
- (j) Any published or announced performance characteristics of speed, fuel and oil consumption, and static or dynamic transportation in the water;
- (k) Any Boat that has been repowered beyond the Chris-Craft power recommendations;
- (l) Water damage to, dry rot to, condensation to, or absorption by interior surfaces, wood structures or polyurethane foam; interior wood including, but not limited to, bleeding and/or discoloration as a result of condensation or moisture or water causing staining to upholstery, carpet or any other interior surfaces;

All warranty work is to be performed at a Chris-Craft dealership or other location authorized by a Chris-Craft Customer Service Manager after it is established to Chris-Craft's satisfaction that there is a defect in material or workmanship. The boat owner is responsible for costs associated with freight to and from point of repair.

CUSTOMER OBLIGATIONS: The following are conditions precedent to the availability of any benefits under these limited warranties:

- (a) The purchaser must sign and submit to Chris-Craft the "WARRANTY REGISTRATION FORM" within ten (10) days of the date of delivery. THIS FORM IS NOT A WARRANTY AND MAY NOT BE USED TO MODIFY OR CONFLICT WITH ANY TERMS OF THE LIMITED WARRANTIES EXPLAINED HEREIN.
- (b) The purchaser must first notify the dealer from whom the Boat was purchased of any claim under this warranty within the applicable warranty period and within a reasonable period of time (not to exceed thirty (30) days) after the defect is or should have been discovered.
- (c) Chris-Craft will not be responsible to repair any condition or replace any part, (1) if the use of the Boat is continued after the defect is or should have been discovered; and (2) if such continued use causes other or additional damage to the Boat or component parts of the Boat.
- (d) Based on the dealer's knowledge of the Chris-Craft warranty policy and/or consultations with Chris-Craft, the dealer will accept the claim and arrange for appropriate repairs to be performed, or deny the claim if it is not within this limited warranty.
- (e) The dealer will contact the Chris-Craft Boat owner regarding instructions for delivery of Boat or part for warranty repair if it is covered by the limited warranty. All costs to transport the Boat for repairs are the responsibility of the owner.
- (f) If the Chris-Craft Boat owner believes a claim has been denied in error or the dealer has performed the warranty work in an unsatisfactory manner, the owner must notify the Chris-Craft Customer Service Department in writing within thirty (30) days of the repair attempt at the address listed, for further consideration. Chris-Craft will then review the claim and take appropriate follow-up action.
- (g) The operation, maintenance, and care of the Boat and component parts covered under the warranty are the owner's responsibility. The owner must keep records of all maintenance services performed. This record of proper maintenance may be required to determine warranty coverage on certain repairs and should be transferred to each subsequent owner. Please refer to the component manuals that came with your Boat for the proper maintenance procedures.

TRANSFERABILITY: The unexpired term of this limited warranty may be transferred once to a subsequent new owner, provided that the transfer occurs during the first three (3) years after the original date of in-service delivery. The new owner must register the transfer of limited warranty within 60 days of purchase, by completing the Warranty Transfer section of the Original Warranty Registration Form and sending it to:

CHRIS-CRAFT, 8161 Fifteenth Street East, Sarasota, FL 34243 USA and accompanied by the payment to CHRIS-CRAFT of \$500.00 for the transfer fee for Boats up to 30 feet in length and \$1,000 for Boats above 30 feet in length.

NO WAIVER OF THESE TERMS: The terms, conditions, limitations and disclaimers contained herein cannot be waived except if waived by the President of Chris-Craft Corporation. Any such waiver shall be in writing. Neither the dealer, nor the customer, nor any service, sales and/or warranty representative of Chris-Craft is authorized to waive and/or modify these conditions, limitations and/or disclaimers.

#### **DISCLAIMER OF IMPLIED WARRANTIES AND EXCLUSIONS OF CONSEQUENTIAL AND INCIDENTAL DAMAGES**

GENERAL PROVISIONS: ALL GENERAL, SPECIAL, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THIS WARRANTY AND ARE TOTALLY DISCLAIMED BY CHRIS-CRAFT. IT IS IN THE INTEREST OF THE PARTIES THAT THE OWNER'S SOLE AND EXCLUSIVE REMEDY IS THE REPAIR OR REPLACEMENT OF THE VESSEL OR ITS ALLEGEDLY DEFECTIVE COMPONENT PARTS AND THAT NO OTHER LEGAL OR EQUITABLE REMEDIES SHALL BE AVAILABLE TO SAID OWNER. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU. THIS IS A LIMITED WARRANTY; CHRIS-CRAFT MAKES NO WARRANTY, OTHER THAN CONTAINED HEREIN AND NO DECALS, PROMOTIONAL LITERATURE, WEBSITE MATERIALS, PRE-DELIVERY SERVICE INSPECTION RECORDS/FORMS AND/OR BROCHURES SHALL BE CONSTRUED AS ANY ADDITIONAL OR SEPARATE WARRANTY; TO THE EXTENT ALLOWED BY LAW ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING IN STATE LAW ARE EXPRESSLY EXCLUDED TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR WORKSMANSHIP IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. AN IMPLIED WARRANTY GENERALLY MEANS THE BOAT IS FIT FOR THE ORDINARY PURPOSE FOR WHICH SUCH BOATS ARE GENERALLY USED. ALL OBLIGATIONS OF CHRIS-CRAFT ARE SPECIFICALLY SET FORTH HEREIN. CHRIS-CRAFT DOES NOT AUTHORIZE ANY PERSON OR DEALER TO ASSUME ANY LIABILITY IN CONNECTION WITH CHRIS-CRAFT BOATS. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Chris-Craft's obligation with respect to this warranty is limited to making repairs or replacing the defective parts and no claim for breach of warranty shall be cause for cancellation or rescission of the contract or sale for any Boat manufactured by Chris-Craft.

Chris-Craft will discharge its obligations under this warranty as rapidly as possible, but cannot guarantee any specific completion date due to the different nature of claims which may be made and services which may be required. Chris-Craft reserves the right to change or improve the design of its Boats without obligation to modify any Boat previously manufactured. This limited warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Chris-Craft shall in no way be responsible for any repairs which were not PRE-AUTHORIZED by a Chris-Craft Customer Service Manager or repairs performed by a repair shop which were not PRE-AUTHORIZED by a Chris-Craft Customer Service Manager.

#### **ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL**

EXCEPT AS SPECIFICALLY EXCLUDED IN THIS LIMITED WARRANTY, PURCHASER, CHRIS-CRAFT AND DEALER AGREE TO SUBMIT ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THE BOAT AND THIS LIMITED WARRANTY AND ALL OTHER AGREEMENTS EXECUTED BY PURCHASER RELATED TO THE BOAT **TO BINDING ARBITRATION**. IT IS THE EXPRESS INTENT OF PURCHASER, CHRIS-CRAFT AND DEALER THAT THIS ARBITRATION PROVISION APPLIES TO ALL DISPUTES, INCLUDING CONTRACT DISPUTES, TORT CLAIMS, FRAUD CLAIMS AND FRAUD-IN-THE-INDUCEMENT CLAIMS, STATUTORY CLAIMS AND REGULATORY CLAIMS RELATING IN ANY MANNER TO THE BOAT AND THIS LIMITED WARRANTY. IF ANY CONTROVERSY OR CLAIM DESCRIBED IN THIS ARBITRATION PROVISION IS DETERMINED FOR ANY REASON TO BE INELIGIBLE FOR ARBITRATION, AND FOR ANY CONTROVERSIES, CLAIMS, OR DISPUTES SPECIFICALLY EXEMPTED FROM ARBITRATION, THEN THOSE CONTROVERSIES, CLAIMS OR

DISPUTES SHALL INSTEAD BE DECIDED BY A JUDGE OF A COURT OF COMPETENT JURISDICTION, IN MANATEE COUNTY, FLORIDA, **WITHOUT A JURY**. PURCHASER, CHRIS-CRAFT AND DEALER KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ALL SUCH CONTROVERSIES, CLAIMS AND DISPUTES. PURCHASER, CHRIS-CRAFT AND DEALER UNDERSTAND THAT THERE SHALL BE NO JURY TRIAL, WHETHER THE CONTROVERSY OR CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BEFORE A JUDGE. NOTWITHSTANDING THE PROVISIONS OF THIS ARBITRATION AGREEMENT, WITH REGARD TO CONTROVERSIES AND/OR ENTITLEMENT TO POSSESSION OF EITHER THE BOAT OR ANY TRADE-IN, ANY PARTY HERETO MAY RESORT TO A JUDICIAL DETERMINATION (BY A JUDGE AND NOT A JURY), OF SUCH CONTROVERSIES, DISPUTES OR CLAIMS WITHOUT WAIVING ANY RIGHT TO DEMAND ARBITRATION WITH RESPECT TO ALL OTHER CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE PARTIES AS MORE SPECIFICALLY SET FORTH IN THIS ARBITRATION PROVISION.

ALL ARBITRATIONS SHALL PROCEED THROUGH THE AMERICAN ARBITRATION ASSOCIATION AND BE SUBJECT TO ITS COMMERCIAL ARBITRATION RULES, EXCEPT AS SET FORTH HEREIN. THE ARBITRATORS SHALL HAVE THE AUTHORITY TO AWARD ANY FORM OF RELIEF THAT COULD BE PROPERLY AWARDED IN A CIVIL ACTION IN THE STATE OF FLORIDA FOR THE TYPE OF CLAIMS PRESENTED, SUBJECT HOWEVER, TO ALL LIMITATIONS, PREDICATES, AND CONDITIONS COVERING SUCH REMEDIES OR RELIEF UNDER FLORIDA LAW. THE PURCHASER, CHRIS-CRAFT OR DEALER MAY DEMAND ARBITRATION OF A CLAIM BY FILING A WRITTEN DEMAND FOR ARBITRATION, ALONG WITH A STATEMENT OF THE MATTER IN CONTROVERSY WITH THE AMERICAN ARBITRATION ASSOCIATION, AND SIMULTANEOUSLY SERVING A COPY UPON THE OTHER PARTY. PURCHASER, CHRIS-CRAFT AND DEALER AGREE THAT THE ARBITRATION PROCEEDING SHALL BE CONDUCTED IN MANATEE COUNTY, FLORIDA UNLESS OTHERWISE AGREED BY THE PARTIES. EACH PARTY AGREES TO BEAR THEIR OWN ATTORNEY FEES AND COSTS. THE FILING FEES AND ALL OTHER THIRD-PARTY COSTS FOR THE ARBITRATION, INCLUDING THE ARBITRATOR'S FEE SHALL BE PAID BY THE FILING PARTY INITIATING THE ARBITRATION. THE PREVAILING PARTY SHALL BE ENTITLED TO REIMBURSEMENT OF THEIR REASONABLE ATTORNEY FEES AND REASONABLE EXPENSES FROM THE NON-PREVAILING PARTY.

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<sup>1</sup>First Retail Purchaser is defined as a consumer(s) who purchase a new Chris-Craft boat, retail, from an authorized Chris-Craft dealer.

<sup>2</sup> The hull is defined as the single molded fiberglass shell that rests in the water below the hull flange and its structural components consisting of the stringers and the transom.

<sup>3</sup> Structurally Defective is defined as the presence of a defect in material or workmanship that causes the referenced component to be unsafe or unfit for use under normal operating conditions.

<sup>4</sup> Fair Market Value is defined by [www.nadaguides.com](http://www.nadaguides.com) "Average Retail" as of the date of the Owner's claim.

<sup>5</sup> First subsequent owner is defined as consumer(s) who acquires a used Chris-Craft boat from the First Retail Purchaser, or an authorized Chris-Craft dealer, as evidenced by a Bill of Sale and an Ownership Transfer Record.

<sup>6</sup> Date of Delivery is defined as the date that the new boat was actually delivered to the first retail purchaser.

<sup>7</sup> The deck is defined as the single molded fiberglass shell above the hull flange

<sup>8</sup> Blistering: Blisters in the laminate on underwater gel coated surfaces larger than 1/8" in diameter and greater than 1/16" in depth