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New Boat Warranty

1. Your Legal Rights Under These Limited Warranties

The warranties contained in this book are the only expressed warranties that MB Sports makes for your boat. These warranties give you specific legal rights. You may also have rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your boat is registered:

- An “implied warranty of merchantability” means that your boat is reasonably fit for the general purpose for which it was sold.
- An “implied warranty of fitness for a particular purpose” means that your boat is suitable for your special purposes if these special purposes were specifically disclosed for MB Sports itself - not merely to the dealer - before your purchase and MB Sports - not just the dealer, told you the boat would be suitable for that purpose.

ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE LIMITED IN DURATION THE WARRANTY PERIOD. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THE COVERAGE UNDER THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU AND MAY ALSO HAVE THE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

2. Who is Covered

The MB Sports Limited Warranty is provided to the original owner(s) of a MB Sport Boat originally sold by an authorized MB Sports dealership.

In cases of resale, any remaining warranties may be transferred to a subsequent owner pursuant to the terms and conditions set forth in section 3.6, entitled “Warranty Transfer Option”.

A warranty registration card is supplied with every new MB Sports Boat. MB Sports highly encourages owners to complete this card at the time of sale. Doing so ensures MB Sports is able to keep owners informed of important safety and service information.

3. What is Covered Under Your MB Sports Limited Warranty 3.1 Basic Limited Boat Warranty

A. What is Covered

- The Basic Limited Boat Warranty covers all parts and labor needed to repair defective items or components on your boat supplied by MB Sports that are defective in material workmanship or factory preparation.
- This warranty applies to all items or components for the exclusion or items listed under caption “What is Not Covered”, or as indicated below.

B. When it Begins

- The Basic Limited Boat Warranty begins on either of the following dates, whichever is earlier:
- The date you take delivery of the boat; or the date the boat was first put into service - for example, as a dealer “demo” or as a MB Sports factory “demo”

C. When it Ends

- The Basic Limited Boat Warranty extends to the original owner and lasts for 36 months from the date it begins. See “Warranty Transfer Option” (section 3.6)

3.2 Lifetime Limited Hull Warranty A. What is Covered

- The Lifetime Limited Hull Warranty covers the cost of all parts and labor needed to repair and Hull, Deck, Liner or Stringer supplied by MB Sports that is structurally defective in material or workmanship.
- This warranty applies to all items or components for the exclusion or items listed under caption “What is Not Covered”, or as indicated below.
- MB Sports, or its authorized dealers, will repair or replace, at MB Sports option, any boat or portion thereof proven to its satisfaction to be defective during its warranty period.
- **WARNING: DO NOT** exceed 30 MPH while the ballast tanks contain water. Failure to comply will void the warranty.

EXCEPTION: The Lifetime Limited Hull Warranty does not cover the gelcoat or any other components fastened or applies to the dash, hull or deck. Gelcoat discoloration, blistering and cracks are not considered structural defect. Gelcoat, along with installed components, are warranted separately under MB Sports “Basic Limited Boat Warranty” and “Gelcoat Limited Warranty” listed on the following page.

B. When it Begins

- The Lifetime Limited Hull Warranty begins at the end of the Basic Limited Boat Warranty on the date your boat has been in service for more than 36 months.

C. When it Ends

- The Lifetime Limited Hull Warranty extends to the original owner for as long as they own the boat. The warranty unless transferred, is terminated upon the boat’s sale or transfer of ownership. See “Warranty Transfer Option” (Section 3.6)

3.3 Gelcoat Limited Warranty

A. What is Covered

- The Gelcoat Limited Warranty covers all parts and labor needed to repair or correct the gelcoat finish of your new boat supplied by MB Sports that are the result of defects in the material or workmanship.
- This warranty is contingent only upon the understanding that the boat will be regularly washed using mild detergent or appropriate cleaning compound. In addition, when the boat is not in use it is to be stored out of the water by one of the following methods:
- Out of the water on a trailer with canvas or similar cover.
- Out of the water under a covered dry dock or hoist.
- Out of the water in a garage or other structure with four walls and a roof.

THIS GELCOAT LIMITED WARRANTY SHALL NOT INCLUDE GELCOAT FINISH, BLISTERING, DISCOLORATION, FADING OR OSMOSIS AS WELL AS DAMAGE DUE TO IN-WATER STORAGE WITHOUT PROPER BARRIER COAT AND BOTTOM PAINTS.

B. When it Begins

- The Gelcoat Limited Warranty begins on either of the following dates, whichever is earlier
- The date you take delivery of the boat; or
- The date you take delivery of the boat; or the date the boat was first put into service - for example, as a dealer “demo” or as a MB Sports factory “demo”

C. When it Ends

- The Gelcoat Limited Warranty extends to the original owner and lasts for 24 months from the date it begins. See “Warranty Transfer Option” (section 3.6)

3.4 Powertrain Limited Warranty A. What is Covered

- **INDMAR** Powertrains
- Indmar Marine Engines maintains its own warranty, independent of MB Sports.
- However, to improve the level of service to our dealers and customers, MB Sports administers the engine warranty on units equipped with a Indmar powertrain on behalf of Indmar.
- Please refer to <http://www.indmar.com/servicesupport/warranty.aspx> for specific warranty coverage information.

B. When it Begins

- The Powertrain Limited Boat Warranty begins on either of the following dates, whichever is earlier
- The date you take delivery of the boat; or the date the boat was first put into service - for example, as a dealer “demo” or as a MB Sports factory “demo”

C. When it Ends

- **INDMAR** Powertrains
- The powertrain coverage for Indmar equipped units lasts for 5 years from the original date of sale. See “Warranty Transfer Option” (section 3.6)

3.5 Audio System Limited Warranty A. What is Covered

- The Audio System Limited Warranty covers all parts and labor needed to repair defective audio system items or components on your boat supplied by MB Sports that are defective in material or workmanship.
- This warranty applies to all audio system items or components, except for the exclusions or items listed under the caption “What is Not Covered” (section 4) or as indicated below.

B. When it Begins

- The Audio System Limited Warranty begins on either of the following dates, whichever is earlier
- The date you take delivery of the boat; or The date you take delivery of the boat; or the date the boat was first put into service - for example, as a dealer “demo” or as a MB Sports factory “demo”

C. When it Ends

- The Audio System Limited Warranty extends to the original owner for 36 months. The warranty unless transferred, is terminated upon the boat’s sale or transfer of ownership. See “Warranty Transfer Option” (Section 3.6)

3.6 Warranty Transfer Option

- A transfer fee of five hundred dollars (\$500.00) payable to MB Sports will include the Limited Lifetime Hull Warranty and remaining three (3) years or 300 hours bumper to bumper engine warranty supplied by Indmar for a period of three (3) years from:
- The date you take delivery of the boat; or • The date you take delivery of the boat; or the date the boat was first put into service - for example, as a dealer “demo” or as a MB Sports factory “demo”

All remaining warranties may be transferred, subject to a boat inspection fee to be determined by an authorized MB Sports Dealer. Contact your nearest MB Sports Dealer for transfer details, including applicable fees and the scheduling of a boat inspection.

Any warranty transferred pursuant to this section does not extend the length of the warranties as specifically limited by section 3.

3.7 Operation Requirements

- Your Owner's Manual contains important operation and maintenance requirements that you must follow to maintain warranty coverage for your boat. Please carefully review and follow these requirements

4. What is Not Covered

4.1 Modifications Not Covered

A. Some Modifications Do Not Void the Warranties But Aren't Covered • Certain modifications that you make to your boat do not, by themselves, void the warranties described in this document. Examples include:

- Installing non-MB Sports approved parts, components or equipment, such as towers, speed control equipment, aftermarket stereo equipment); and using special non-MB Sports or Indmar approved materials or additives.

But your warranties do not cover any part that MB Sports did not supply or is not certified for use on your boat. Nor do your warranties covers the cost of any repairs or adjustments that may be caused or needed because of the installation or use on non-MB Sports approved parts, components, equipment, materials or additives.

Examples of alterations that are not covered include: • Towers

- Tower accessories (light, speakers, etc)
- Aftermarket Ballast Systems
- Barefoot booms • Canvas accessories
- Bottom painting • Improper repairs

B. Modifications That WILL Void Your Warranties

- The Following modifications will void your warranties; • Overloading or overpowering your boat; • Disconnecting, tampering with or altering the boat's hour meter, unless your repairing technician follows the legal requirements for repairing or replacing hour meters; • Attaching any device that disconnects the hour meter; or • Tampering with or disabling any factory warning device or system.

4.2 Environmental Factors Not Covered

- Your warranties do not cover damage caused by environmental factors such as airborne fallout, chemicals, tree sap, salt, ocean spray, mold, acid rain, road and boating hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornados, sandstorms, lightning, floods, earthquakes or any other acts of God.
- Your warranties do not cover conditions resulting from anything impacting the boat. This includes cracks, chips and scratches in the gelcoat finish, windshield glass, painted surfaces or damage from collision.

4.3 Maintenance Costs Not Covered

- Your warranties do not cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by use of contaminated fuels or by use of oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.
- Your warranties do not cover the costs of your boat's normal or scheduled maintenance - the parts and services that all boats routinely need. Some of these parts and services, which your warranties do not cover, include:
 - Inspections • Lubrication • Engine tune-ups • Replacing filters, coolants, spark plugs, bulbs or fuses (unless those costs result from a covered repair) • Sea water impellers
 - Prop shaft packing
 - Cleaning and polishing

4.4 Gelcoat Exclusions

- MB Sports prides itself on the quality and craftsmanship we put into every boat. The gelcoat finish on all MB Sports boats is applied by hand. Therefore, very minor finish distortions or imperfections may be found in areas of the boat, e.g., along the boat's pin striping. Such minor imperfections are considered normal in a handcrafted product and are not considered warrantable.
- Warranty consideration for chalk, fade, blistering or other cosmetic defects only apply to gelcoat above the water line.

4.5 Corrosion Exclusions

- Your warranties do not cover the following:
 - Surface corrosion caused by such things as salt, salt spray, sand and road debris.
 - Corrosion caused by accident, damage, abuse or boat alteration.

4.6 Incidental and Consequential Damages Not Covered

- Your warranties do not cover any incidental or consequential damages. Examples of such damages include:
- Lost time
- Inconvenience
- The loss of use of your boat
- The cost of a rental boat, gasoline, telephone, travel or lodging
- The loss of personal or commercial property
- The loss of revenue
- Transportation costs to/from dealership
- Any other incidental or consequential damages
- Some states do not allow incidental or consequential damages to be executed or limited, so this exclusion may not apply to you.

4.7 Other Exclusions

- Your warranties do not cover the costs or repairing damage or conditions caused by any of the following:
- Overloading or overpowering
- Fire or accident
- Abuse or neglect
- Misuse (proper use is outlined in your Owner's Manual)
- Windshield damage from external objects
- Any changes or modifications made to your boat that do not comply with the MB Sports specifications
- Using any fluid that does not meet the minimum specifications in the Owner's Manual
- If you use your boat primarily for business or commercial purposes, then these implied warranties do not apply and MB Sports completely disclaims them to the extent allowed by law. The implied warranty of fitness for a particular purpose does not apply if your boat is used for exhibition, even if the boat is equipped for that purpose.

WARNING: DO NOT exceed 30 MPH while the ballast tanks contain water. Failure to comply will void the warranty.

4.8 Total Loss, Salvage, Junk or Scrap Boats Not Covered

- A boat has no warranty of any kind if:
- The boat is declared to be at total loss by an insurance company; or
- The boat is rebuilt after being declared to be a total loss by an insurance company.
- MB Sports Boats will deny warranty coverage without notice if it learns that a boat is ineligible for coverage for any of these reasons.

4.9 Items Covered By Other Warranties

- The following items are covered by separate warranties offered by their manufacturers of distributors They are not covered by the Basic Limited Warranty:
- Trailers
- Tires
- Items added or changed after the boat left MB Sports' manufacturing plant, such as accessories or protection products, or items changed because of customization.
- Be sure you get a copy of any warranty that applies to these items from your dealer, or from the manufacturer of the product.

4.10 Restricted Warranty

- Your warranties can also be restricted by MB Sports if the boat is not properly maintained, or if the boat is overloaded, abused or neglected and the overloading, abuse or neglect interferes with the proper functioning of the boat. If the warranty is restricted, coverage may be denied or subject to approval by MB Sports before covered repairs are performed.

5. Other Terms of Your Warranties

5.1 Exchange Parts May Be Used in Warranty Repair

- In the interest of customer satisfaction, MB Sports may offer exchange service on some boat parts. This service is intended to reduce the amount of time your boat is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured or repaired, depending on the part involved.
- All exchange parts meet MB Sports standards and have the same warranties as new parts. Examples:
- Engine assemblies

- Transmission and V-Drive assemblies
- Instrumentation
- Audio Equipment

5.2 Pre-Delivery Service

- A defect or damage to the finish, mechanical, electrical, interior or other components of your boat may have occurred at the factory or while it was being shipped to your dealer. • Such a defect or damage is usually detected and correct while at the factory. In addition, dealer's must inspect each boat before delivery. They repair any defects or damage detected before the boat is delivered to you.

5.3 Production Changes

- MB Sports and its dealers reserved the right to make changes in boats built or sold by them at any time without incurring any obligation to make the same or similar changes on boats previously built or sold.

5.4 Governing Law and Other Terms

- All of the warranties maintained by MB Sports are made under California Law, and California Law will be used to interpret them. Except to the extent allowed by law, punitive, exemplary or multiple damages may not be recovered. No person, including MB Sports employees or its dealers may modify or waive any part of these warranties.
- This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.
- If you purchased, registered or operate your boat in another country other than the United States, e.g. the European Union, you may have legal rights under applicable international legislation governing the sale of consumer goods which are not affected by these warranties.

6. How to Get Warranty Service

6.1 Your Responsibilities

- For a covered repair to be given warranty consideration, it is your responsibility to notify an authorized MB Sports dealer of the non-conformity within thirty (30) days of its occurrence of failure.

6.2 Where to Take Your Boat

- Warranty service must be performed by an authorized MB Sports dealer. We strongly recommend that you take your boat to your selling dealership. They know you and your boat best, and are most concerned that you get the prompt and high quality service. If you

move, warranty service may be requested from any authorized MB Sports dealers.

6.3 Emergency Warranty Repairs

- If you are out of your local area on vacation, have any emergency, and have to get a warranty repair made by someone other than an authorized MB Sports dealer, please follow this procedure:
- Please get a detailed receipt for the work done. Make sure this receipt lists all the warranty repairs and parts that were involved.
- When you return home, contact MB Sports Customer Service? Warranty Department (section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your boat's hull identification number and any other relevant documents.

7. How to Deal with Warranty Problems 7.1 Steps to Take

A. In General

- Normally, your dealer's sales or service departments can resolve warranty problems.
- That is why you should always talk to your dealer's service manager or sales manager first. But if you are not satisfied with your dealer's response to your problem, MB Sports recommends that you do the following:
- Step 1: Discuss your problem with the owner or general manager of the dealership
- Step 2: If your dealership still cannot resolve the issue, contact MB Sports' Customer Service Department. You can find the contact information in section 7.2

B. What MB Sports Will Do

- Once you have followed the two steps described above, a MB Sports representative at MB Sports Headquarters will review your situation. If it is something that MB Sports can help you with, MB Sports will provide your dealer with all the information and assistance necessary to resolve the problem. Even if MB Sports cannot help you, MB Sports will acknowledge your contact and explain MB Sports' position.

C. Notice Under State Lemon Laws

- Some states have laws allowing you to request a replacement boat or refund of the boat's purchase price under certain circumstances. These laws vary from state to state. If your state allows, MB Sports requires that you first notify us in writing of any service difficulty that you may experienced so that we are given a reasonable opportunity to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to MB Sports Customer Service Department at the address in section 7.2

7.2 Helpful Addresses and Telephone Numbers

- Here is the address and telephone number of MB Sports' Corporate Offices and the customer service department that will assist you wherever you happen to be.

MB Sports Customer Service/Warranty Department

280 Airpark Road Atwater, CA 95301 • (209) 357-4153 or warranty@mbsports.net

