



**AVALON & TAHOE MFG., INC.**  
LUXURY PONTOON BOATS  
AVALONPONTOONS.COM • TAHOEPONTOONS.COM

## AVALON & TAHOE LIMITED WARRANTY

(Effective model year 2020)

Avalon & Tahoe Mfg., Inc. (hereinafter "A&T"), makes this limited warranty. This written statement of limited warranty represents the entire warranty authorized and offered by A&T.

### WHO IS COVERED, TRANSFERABILITY

Except as set forth below, this warranty is extended only to the original retail purchaser (the "Owner"), and only if the original purchaser has completed the online warranty registration at [www.avalonpontoons.com/cwr](http://www.avalonpontoons.com/cwr) within 30 days of purchase of the boat from an authorized Avalon or Tahoe Dealer. This warranty is transferable within ten (10) years from the date of original purchase. Completion of a warranty transfer and payment of a transfer fee is required through an authorized A&T dealer. Warranty periods are not extended upon transfer to a second owner, and warranty coverage periods are measured from the date of original retail purchase. A&T reserves the right to reject any warranty transfer request for a boat that has been damaged, neglected, or is otherwise ineligible for warranty coverage.

### WHAT IS AND IS NOT COVERED

This limited warranty covers significant defects in materials and workmanship supplied by or performed by A&T. This limited warranty provides coverage for the A&T manufactured pontoon boat, as well as electronics and other accessories manufactured by others, but installed by A&T prior to shipment to your A&T dealer. This warranty does not cover electronics or accessories manufactured by others and installed by your A&T dealer, you or anyone else. For products including, but not limited to, electronics originally manufactured by others but installed by A&T, the warranty from the component manufacturer shall be the primary warranty coverage for its duration and this warranty will only apply to the time period, if any, after expiration of the component manufacturer's warranty. Applicable warranties may be found in the product owner's packet, or by contacting the component manufacturer's Customer Service Department or website. **Engines, stern drives, engine control systems, engine gauges, engine system display monitors, propellers, steering controls, batteries and trailers are excluded from this warranty. The sole and exclusive warranty for all such excluded components is from the manufacturer of those components.**

Failure of any product or component caused by inadequate cleaning, improper cleaning procedures, improper cleaning agents, accident(s), freezing, storms or other Acts of God, negligence or faulty maintenance procedures is expressly excluded from this warranty.

### WARRANTY PERIODS

**COMMERCIAL WARRANTY.** The limited warranty for boats used for any business purpose, competition, hire, governmental, rental, timeshare, military or any other commercial use ("Commercial Use") is 90 days from date of purchase. Any Commercial Use of any A&T boat at any time shall limit the warranty period to 90 days from the date of purchase. All other restrictions and exclusions contained in the other terms and conditions of this warranty also apply to boats used for Commercial Use.

**PERSONAL USE WARRANTY.** The following limited warranty is made for boats purchased by individual(s) for normal personal recreational use.

A. **Pontoons, structural components and plywood decking.** Boats with single motor 350HP or less: Lifetime<sup>1</sup> parts, ten (10) years labor. Boats manufactured for use with twin motors or horsepower in excess of 350HP: Ten (10) years parts, and five (5) years labor. For failures within these time periods, A&T will, at its sole discretion, repair or replace any structural failure on pontoons, cross channels, seat frames, motor mounts, structural portion of railings, and wood decks caused by defects in material and/or workmanship under normal personal non-commercial use. Damage caused by lack of or improperly supporting the motor during transportation is excluded from this warranty.

B. **Floor covering and upholstery vinyl.** Ten (10) years parts and labor. Product is warranted from failure due to abnormal fading,

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<sup>1</sup> If the original purchaser is not an individual, "Lifetime" shall be construed to be the earlier of 10 years from the date of manufacture or the dissolution of any non-human purchaser, whichever first occurs.



peeling or cracking. This warranty shall include replacement materials and/or labor, based upon an inspection by a qualified A&T representative. Excessive deterioration or fading caused by overexposure to the sun, as a result of failure to properly cover the boat while not in use, is excluded from this warranty. Damage caused by rips, tears, snags and unraveling or other abuse is not covered under this warranty. Flooring or seat stains or discoloration from ink, drinks, pollen, leaves, micro-organisms, bacteria, fungus, mold, etc., are excluded from coverage under this warranty. Damage due to lack of maintenance or the use of improper cleaning agents voids this warranty. Woven and vinyl floor coverings may show some slight variation in weave and can be affected by environmental conditions (such as temperature swings from cold to warm) and deck board seams may be slightly visible. These attributes are inherent in the product construction and application and are not defects in material or workmanship and are excluded.

C. **Mooring Cover and Bimini top fabric warranty.** Ten (10) years parts and labor. These components are warranted against excessive loss of color or strength under normal exposure conditions. Damage caused by trailering, storms, rips, tears, snags and unraveling or other abuse is not covered under this warranty. Stains or discoloration from ink, drinks, pollen, leaves, micro-organisms, bacteria, fungus, mold, etc., are excluded from coverage under this warranty. Damage due to lack of maintenance or the use of improper cleaning agents voids this warranty.

D. **Electronics and other non-A&T manufactured components.** Ten (10) years parts and labor. Covers radios, gauges (excluding engine related gauges) and depth finders not manufactured by A&T, but which were factory installed. Excludes damage from salt or excessive exposure to water.

E. **Gelcoat.** Two (2) years parts and labor. Covers parts and labor for defects in materials and workmanship as to the boat's gelcoat subject to normal recommended usage and maintenance, solely to the extent the gelcoat exhibits structural cracking, significant blistering, abnormal fading or peeling.

F. **Powder coat adhesion.** Three (3) years parts and labor. Covers parts and labor for defects in materials and workmanship solely as to the powder coat adhesion (subject to normal recommended usage and maintenance.)

E. **All Other Components.** Ten (10) years parts and labor. Any other components manufactured or supplied by A&T and not excluded from this warranty.

## **OWNER'S RESPONSIBILITIES**

Owner is required to complete the online warranty registration at [www.avalonpontoons.com/cwr](http://www.avalonpontoons.com/cwr) within 30 days of purchase. **Owner is strongly encouraged to complete the online warranty registration immediately upon completing the purchase of the boat.** Additionally, Owner is required to review and sign the "New Owner Advisory Checklist" and return it to Dealer within 30 days of purchase. Your completion of the online warranty registration shall serve as an acknowledgement and acceptance of the terms and conditions contained herein. You will receive an email acknowledgement of your registration. **Failure to properly complete and submit the online warranty registration within thirty (30) days of purchase will limit all warranty periods to ninety (90) days.**

Owner is also responsible for proper maintenance, storage and cleaning of the A&T products and components.

## **HOW TO GET LIMITED WARRANTY SERVICE**

To obtain warranty service, take your boat to the A&T dealer where you originally purchased your product, or another authorized A&T dealer, or another warranty service facility designated by A&T, and have a warranty claim submitted to A&T. If you or your dealer have moved, or if you desire to change dealers, contact A&T Warranty Service Dept., 903 Michigan Ave., Alma, Michigan 48801, Phone: (989) 463-2112, Fax: (989) 463-8226 for the name of an A&T dealer near you. Your claim must be made in writing and submitted within thirty (30) days of the discovery of the defect and also within the warranty period. Failure to timely submit a claim in writing, waives the claim. You must provide proof of current ownership when making a claim.

## **WHO PERFORMS LIMITED WARRANTY SERVICE**

The A&T dealer where you originally purchased your boat can usually perform warranty work for you. If that A&T dealer cannot perform the service work, they should call A&T's Warranty Service Department for assistance. If you are unable to visit your original A&T dealer, contact A&T, 903 Michigan Ave., Alma, Michigan 48801, for the name and location of an A&T dealer near you. In some instances, A&T may require that the boat or certain parts be returned to the A&T manufacturing facility in Alma, Michigan for warranty service. **Costs incurred for transporting the boat and/or parts to and from A&T and/or dealer are the responsibility of the Owner.**



## DISPUTE RESOLUTION – MANDATORY BINDING ARBITRATION

By accepting A&T's Limited Warranty, the Owner acknowledges that they will not be able to bring a lawsuit for any warranty disputes relating to the boat. Instead, the Owner agrees to resolve any and all disputes in accordance with this paragraph, which includes mandatory arbitration which is binding upon both A&T and the Owner. If you are unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the A&T Warranty Service Department. If a dispute about warranty service arises between A&T and you, the disagreement will be resolved through binding arbitration under the United States Federal Arbitration Act, as amended. This mandatory arbitration provision shall apply to any and all disputes involving economic damages arising out of your purchase and use of an A&T product, including all tort claims, statutory claims and contract theories. The locale for any in-person arbitration hearing shall be in Gratiot County, Michigan, or any county adjacent thereto. We will consent to your attending by phone, video conference or other means that does not require your physical attendance, should you choose not to attend in-person. The expenses of any arbitration will be split evenly between you and A&T.

## CHOICE OF LAW

This warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the State of Michigan without reference to the choice of law or conflict of law principles thereof. By accepting this warranty, Owner agrees that all claims against A&T relating to or arising out of your purchase of the boat, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the State of Michigan without reference to the choice of law or conflict of law principles thereof. To the extent any action is permitted in a court of competent jurisdiction, such action shall take place exclusively in the state or federal courts sitting in Gratiot County, Michigan, or any county adjacent thereto, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have personal jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by Michigan law.

## EXCLUSIONS AND LIMITATIONS

In addition to other exclusions, damage or performance issues caused or contributed to by any of the following are excluded from warranty coverage: Racing, abuse, misuse, unreasonable use, overpowering, negligent operation, neglect of others, modifications, alterations, addition of aftermarket accessories such as Sea Legs, failure to observe proper maintenance and operating practices, failure to comply with applicable safety regulations, failure to follow Safety recommendations in your operator's manual, failure to trim boat properly or slowdown in rough water, overloading, immersion in water, electrolysis, stray current, salt water corrosion, rust, towing other boats, being towed behind other boats, use of improper trailer(s) or trailering, improper or lack of support of the motor(s) during trailering, improper use or stress on components or parts, attempted disassembly without A&T authorization, accidents, acid rain, natural disasters, mold or mildew related damage, rot or deterioration, Acts of God, or normal wear, tear, staining, or fading of fabrics and floor coverings. Gelcoat/fiberglass damage caused by neglect, lack of maintenance, improper cleaning agents, accident, or abnormal operation. Gelcoat crazing and blistering. Damage to or deterioration of cosmetic surface finishes, including scratches, gouges, chips, cosmetic cracks, discoloration, fading, oxidation, normal wear and tear. Damage to the mooring cover, bimini top frame or canvas due to wind speeds in excess of 25 MPH, or improper storage/use while trailering, failure to disconnect the front and rear bimini support legs before activation of the power top, snow or other physical damage from external forces. Damage due to improper use of a ski tow bar, ~~specifically pulling more than one person engaged in watersports or more than one inflatable tow tube, specifically the warning label, with instructions that excludes the use of inflatables or tubes.~~ Rock chips, scratches, dents, road salt, tree sap, pollen, bird/spider droppings, acts of nature including but not limited to hail, lightning, windstorms, abrasions from boat covers, beach sand and rocks. Vandalism, collisions, rodents, battery acid, and chemical spills. Wave or other water damage caused by failure to avoid operating in severe rough water conditions or failure to reduce speed in rough water.

Replacement parts provided under terms of the warranty will, whenever possible, match original equipment, but an exact match is not guaranteed. When necessary, A&T will substitute parts of comparable function and value. A&T will not be responsible for any sums exceeding the cost of defective part or product to the original purchaser and/or any costs associated with reapplication of aftermarket tube coatings, polishing or bottom paint. A&T reserves the right to make changes, without notice, to the design or material of the product without incurring any obligation to incorporate such changes for products previously manufactured by A&T.

This warranty does not cover any damage as a result of stray-current corrosion or galvanic corrosion. Electrolysis can occur under many different circumstances both in and out of the water, none of which are covered by this 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 to saltwater, trailers/lifts with plastic-tread bunks, fully wash the boat, tubes, cross members immediately after every usage in saltwater.

**The purchaser shall be fully responsible for, and shall pay for, transporting the pontoon boat for inspection and repair of any defect and to include, but not limited to, paying the cost of transporting the pontoon boat to and from the factory, dealer, supplier or warranty service provider.** If purchaser causes the inspection to occur at the site of the pontoon boat, then purchaser shall be fully responsible for, and shall pay for, the inspection by the servicing dealer.

This warranty will not be extended to non-factory installed items, including, but not limited to, protective bottom paint, engines and the installation of its components or additional time for adjustments or final assembly for delivery.

A&T will not be responsible nor liable for any damages of any kind caused or contributed to by use of any boat loaded in excess of the load capacities or equipped with horsepower exceeding the U.S. Coast Guard Maximum Capacity limits shown on the capacity plate of the boat.

Any modification, alteration or repair performed by unauthorized personnel will invalidate all or part of the A&T warranties. Corrosion due to using non-marine grade screws and fasteners to add, replace or repair any items will not be covered by warranty.

This warranty is voided for any boat or component that has been declared a total loss or total constructive loss or which bears a "salvage" or similar title.

**Consequential, indirect, incidental damages, mental anguish or distress, damage to property or injury to persons, loss of property, loss of time or inconvenience, loss of earnings, loss of use and enjoyment, towing expenses, rental charges, haul out or launching expenses, de-rigging or re-rigging charges, gasoline, mileage, A&T dealer or non-A&T dealer service calls, transportation, telephone, loading expenses are all excluded from coverage and waived by the Owner.** This warranty is expressly 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 A&T and A&T shall not be responsible for any other damages whatsoever. A&T's maximum liability for any alleged breach of this warranty shall not exceed what the fair market value of your boat, excluding motor, controls, electronics, aftermarket installed options, and trailer, would be without the alleged defect.

No provision of this Limited Warranty will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by both Owner and A&T. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Limited Warranty will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

## **EXCLUSIVE LIMITED WARRANTY AND REMEDIES**

This written statement of limited warranty represents the entire warranty authorized and offered by A&T. There are no warranties or representations beyond those expressed in this written document. This warranty cannot be amended by any dealership, salesperson or other agent. **This written limited express warranty is the sole and exclusive warranty; all other warranties, whether express or implied, including the IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.** No warranties are made on products sold outside the continental United States or Canada. The repair or replacement obligations of A&T, under this limited warranty, are the sole and exclusive remedies for any economic losses claimed or incurred by the Owner.

## **LIMITATIONS PERIOD**

Any action for an alleged breach of this warranty must be brought within one (1) year of the alleged breach. Any claims asserted after this time period shall be deemed waived.

## **INVALID PROVISIONS**

To the extent any provisions of this limited warranty are inconsistent with the law of the state or province where you purchased your boat, any such provisions will be deemed stricken from this warranty and the other provisions shall remain in full force and effect.