



AVALON & TAHOE MFG., INC.

LUXURY PONTOON BOATS
AVALONPONTOONS.COM • TAHOEPONTOONS.COM

AVALON & TAHOE LIMITED WARRANTY

(Effective model year 2022)

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"). This warranty is transferable one time within five (5) years from the date of original purchase. An inspection, completion of a warranty transfer form and payment of a transfer fee is required through an authorized A&T dealer to transfer this limited warranty. Any unexpired warranty periods are not extended for the second Owner and are limited to a maximum duration of five years from the date of the 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 COVERED

This limited warranty covers significant defects in manufacturing materials and workmanship performed by A&T. This limited warranty provides coverage for the A&T manufactured portions of the boat, as well as the other specific components listed as being covered in the "warranty periods" section below.

WHAT IS NOT COVERED

This warranty does not cover component parts and systems manufactured by other manufacturers. All electronics, electric motors, motors, engines, drive systems, engine control systems, engine gauges, engine system display monitors, fuel tanks, propellers, steering controls, pumps, batteries and trailers are excluded from coverage under this warranty. Most or all of these excluded component parts and systems are covered by the manufacturers of those systems. Warranties applicable to these excluded parts and systems can be obtained from the manufacturer of the component parts and systems. A&T is not responsible for and will not pay for or honor any such warranties.

In addition to the other exclusions and limitations contained elsewhere in this limited warranty, any failure(s) caused by inadequate or improper cleaning, excessive exposure to the sun and other natural elements, improper cleaning agents, accident(s), modifications, damage, freezing, and faulty maintenance procedures is expressly excluded from this warranty.

This A&T Limited Warranty excludes any failures that are not caused by a defect in material or workmanship. This warranty does not cover claims of defective design. 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 as outlined in the A&T user's manual, failure to comply with applicable safety regulations, failure to follow Safety recommendations in your user's manual, failure to trim boat properly or slowdown in rough water, overloading, immersion in water, 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 repairs by persons not authorized to make repairs by A&T; improper component alignment,



tension, adjustment or altitude compensation; improper lubrication, improper fuel, surface imperfections caused by external stress, heat, cold or contamination; 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 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, including 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; wave damage caused by improper mooring.

This limited warranty does not cover any damage as a result of stray-current corrosion galvanic corrosion or saltwater 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, and cross members immediately after every usage in saltwater.

This limited warranty is voided for: any boat that has been damaged and the cost of repairs exceed 30% of the fair market value of the boat before being damaged; declared a total loss or total constructive loss; any boat that bears a "salvage" or similar title; any boat that has ever been overloaded or equipped with horsepower exceeding the U.S. Coast Guard Maximum Capacity limits shown on the capacity plate of the boat.

WARRANTY PERIODS

COMMERCIAL WARRANTY. The limited warranty for boats used for any business purpose, competition, hire, governmental, rental, timeshare-including joint ownership by non-family members, military or any other commercial use ("Commercial Use") is 90 days from original 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: Lifetime¹ parts, ten years labor. Boats manufactured for use with twin motors or horsepower more than 350HP: five years parts, and two 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, wave or other water damage caused by failure to avoid operating in severe rough water conditions or failure to reduce speed in rough water is excluded from this warranty.

B. **Floor covering and upholstery vinyl.** Ten years parts and labor. Product is warranted from failure due to

¹ If the original purchaser is not an individual, "Lifetime" shall be construed to be the earlier of 5 years from the date of original retail purchase or the dissolution of any non-human purchaser, whichever first occurs.



abnormal fading, 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, failure to follow the cleaning procedures outlined in the user's manual 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 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, failure to follow the cleaning procedures outlined in the user's manual or the use of improper cleaning agents voids this warranty

D. **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.

E. **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.)

OWNER'S RESPONSIBILITIES

Owner is required to complete the online warranty registration and accept the terms of this limited warranty at 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. Owner is required to review and electronically sign the "New Owner Advisory Checklist" online. Your completion of the online warranty registration shall serve as an acknowledgement and acceptance of the terms and conditions of this limited warranty. 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 responsible for proper maintenance, storage and cleaning of the Boat and components. Owner is responsible to identify and report any warranty repairs needed within 30 days of discovering a defect. Owner must transport the boat to and from your local dealer or other repair facility designated by A&T. Failure to timely submit a claim waives the claim. Owner must provide proof of current ownership when making a claim.

HOW TO GET LIMITED WARRANTY SERVICE

The best way to obtain warranty service is to take your boat to the A&T dealer where you originally purchased your boat. Your dealer should be able to make the repairs and submit the warranty claim on your behalf. If you or your dealer have moved, or if you desire to change dealers you can locate an A&T dealer using our dealer locator tool at: <https://www.avalonpontoons.com/find-a-dealer/>. If your local A&T dealer cannot perform the service work, the Dealer should call A&T's Warranty Service Department for assistance. 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, Owner acknowledges that he/she will not be able to bring a lawsuit for any 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 warranty issue with your dealer contact the A&T Warranty Service Department, 903 Michigan Ave., Alma, Michigan 48801, Phone: (989) 463-2112, Fax: (989) 463-8226. If a dispute 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. Owner hereby waives any benefits conferred by the laws of any other State or Province.

EXCLUSIVE LIMITED WARRANTY AND REMEDIES

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. 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 dealer. No warranties are made on products sold outside the continental United States or Canada.

A&T's obligations under this limited warranty is limited to, at A&T's option, repair or replacement of covered part(s) of the boat that are covered by and not excluded from coverage. Replacement parts provided under terms of the warranty will, whenever possible, match original equipment, but A&T does not guarantee the match of color of any replacement parts or components to the original. 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.

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.

LIMITATIONS PERIOD

Any demand for arbitration 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.