



AVALON & TAHOE LIMITED WARRANTY

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

WHO IS COVERED

The original owner (hereinafter "Owner") who has purchased an A&T manufactured boat from an authorized A&T dealer. This warranty is transferable by individual Owner(s) within five (5) years from the date of original purchase. Notwithstanding any longer warranty period below, any warranty transferred shall expire upon the earlier of the durations set forth below or ten years from the date of manufacture. Completion of a warranty transfer and payment of a transfer fee is required through an authorized A&T dealer. A&T reserves the right to reject any warranty transfer request for a boat that has been damaged, neglected, or otherwise previously excluded from its limited warranty.

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 (hereinafter "Product" or "Products"). 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, 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.**

WARRANTY PERIODS

COMMERCIAL WARRANTY. The limited warranty for Products purchased or owned by any non-human entity or used at any time for any business purpose, competition, hire, governmental, rental, time share, military or any other commercial use is 90 days from date of original purchase.

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

A. **Pontoons and structural components.** Boats with a single motor 350HP or less: Lifetime¹ parts, five (5) years labor. Boats manufactured for use with twin motors or total horsepower in excess of 350HP: Five (5) years parts, and three (3) 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 recreational use. Damage caused by lack of or improperly supporting the motor during transportation is excluded from this warranty.

B. **Deck coverings and upholstery vinyl.** Five (5) years parts and labor. Product is warranted from failure due to 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. 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.** Five (5) 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

¹ "Lifetime" as used herein means the lifetime of the individual Owner(s) who first purchased the boat new from an authorized A&T dealer.



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.** Five (5) years parts and labor. Covers radios, gauges and depth finders not manufactured by A&T, but which were factory installed. Excludes damage from salt or excessive exposure to water. For components manufactured by others but installed by A&T as original equipment, the warranty from the component manufacturer shall be the primary warranty, and this warranty will only apply to the time period, if any, after expiration of the component manufacturer's warranty.

E. **All Other Boat Components.** Five (5) years parts and labor. Any other components manufactured or supplied by A&T and not excluded from this warranty.

DEALER'S & OWNER'S RESPONSIBILITIES

Owner is required to fill out, sign and mail the warranty card (located in the back of your boat owner's manual) within 30 days of purchase. Dealer is required to also register the warranty using the on-line warranty registration within 30 days of purchase. Owner must then verify with A&T that the boat has been registered within thirty (30) days of the boat delivery date. Dealer must provide proof of purchase, including date of purchase, name of the authorized A&T dealer, and boat serial number when registering the boat. Owner is responsible for proper maintenance, storage and cleaning of the A&T products and components. Failure of any product or component caused by inadequate or improper cleaning procedures, damage from accidents, damage from storms or other Acts of God, negligence or faulty maintenance procedures is expressly excluded from this warranty. **Failure to properly register your boat within thirty (30) days of purchase will limit all warranty periods to ninety (90) days.**

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. **By making a warranty repair request, you are confirming your agreement to the terms and conditions contained in this Limited Warranty, including binding arbitration.**

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, you can check our website for the location of an A&T dealer near you at: www.avalonpontoons.com. 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.

BINDING ARBITRATION

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. All disputes, claims or controversies of any kind arising out of or related to this limited warranty and your purchase of an A&T boat shall be resolved through binding arbitration. .

A party who intends to seek arbitration must first send notice to the other, by certified mail, a written Notice of Dispute (a "Notice"). Any Notice to A&T shall be addressed to the President, Avalon & Tahoe Mfg., Inc. , 903 Michigan Ave., Alma, Michigan, 48801. Any Notice must (i) describe the nature and basis of the dispute, claim or controversy; and (ii) set forth the specific relief sought. If we are unable to agree on an arbitrator acceptable to you, either party may apply to a court in Ingham County, Michigan to compel arbitration or to appoint an arbitrator. You agree that any legal proceeding to compel arbitration or to appoint an arbitrator shall only be filed in State or Federal court in Ingham County, Michigan.



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 Ingham 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 arbitrator fees and expenses of any arbitration will initially be split evenly between you and A&T. A&T agrees that the arbitrator may require A&T to pay all arbitrator fees and expenses as part of any award in your favor.

MICHIGAN LAW

Except for the Federal Arbitration Act which is also applicable, this warranty shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Michigan without reference to the choice of law or conflicts of law principles thereof, and all claims relating to or arising out of this warranty, the breach thereof, 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 conflicts of law principles thereof.

EXCLUSIONS AND LIMITATIONS

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, structural modifications, 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 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 and tear or fading of fabrics and floor coverings. Gelcoat / fiberglass damage caused by UV exposures, neglect, lack of maintenance, improper cleaning agents, accident, or abnormal operation. Gelcoat crazing and cosmetic 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 bimini top frame or canvas due to traveling 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. Breakage due to improper use or overloading of a ski tow bar, tower or any other boat component.

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 purchase price of defective parts or Products to the original Owner 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 washing the boat, tubes, and cross members immediately after every usage in saltwater.

The Owner shall be fully responsible for, and shall pay for, transporting the pontoon boat for inspection and repair of any defect and including, but not limited to, paying the cost of transporting the pontoon boat to and from the factory, dealer, supplier or warranty service provider. If Owner causes the inspection to occur at the site of the pontoon boat, then Owner 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 horse power 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, haul out or launching expenses, de-rigging or re-rigging charges, gasoline, mileage, A&T dealer or non-A&T dealer service calls, charges, transportation, telephone, loading expenses or any similar cost not mentioned above 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 and trailer, would be without the alleged defect.

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 applicable law, any such provisions will be deemed stricken from this warranty and the remaining provisions shall remain in full force and effect.



WARRANTY CARD (Complete & Return within 30 days of purchase)

SERIAL NUMBER: _____

MODEL: _____ COLOR: _____ LENGTH: _____

DIAMETER OF TUBE: _____ WIDTH: _____

SOLD TO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

PHONE: _____

MOTOR _____ HP: _____ PROPELLER SIZE: _____

DEALER: _____

DATE OF PURCHASE: _____

I _____ (purchaser of boat) certify that I have received a copy of the "Avalon & Tahoe Warranty Rev. 7-2018, Effective Model Years 2019" and agree to the terms and conditions thereof, including the binding arbitration paragraphs, and have received a copy of the Boat Owner's Manual, which contains special safety and boat maintenance information.

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