



## 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 offered by A&T.

### WHO IS COVERED

The original retail owner (hereinafter "Owner") who has purchased an A&T manufactured boat from an authorized A&T dealer. This warranty is not transferable.

### 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, 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 boats used for any business purpose, competition, hire, governmental, rental, time share, military or any other commercial use is 90 days from date of purchase.

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

A. **Pontoons and structural components.** Boats manufactured for use with twin motors: Five (5) years parts, and three (3) years labor. Boats manufactured for use with single motor: Lifetime<sup>1</sup> parts, ten (10) years labor. Subject to the other terms and conditions of this warranty, this warranty covers structural failure of 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 from lack of or improperly supporting the motor during transportation is excluded from this warranty.

B. **Carpet and upholstery vinyl.** Three (3) years parts and labor, plus two (2) years parts only. 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 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 and/or the use of improper cleaning agents voids this warranty.

C. **Mooring Cover and Bimini top fabric warranty.** Three (3) years parts and labor, plus two (2) years parts only. 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 and/or the use of improper cleaning agents voids this warranty.

D. **Electronics and other non-A&T manufactured components.** Three (3) years parts and labor, plus two (2) years parts only. 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.

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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.



E. **Other Components.** Three (3) years parts and labor, plus two (2) years parts only. Any other components manufactured or supplied by A&T and not excluded from this warranty.

## **DEALER & OWNER'S RESPONSIBILITIES**

Your Dealer is required to complete the on-line warranty registration and verify with A&T that the boat has been registered within thirty (30) days of the boat delivery date. The 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. The Owner is responsible for verifying with the Dealer or with A&T that their boat has been registered for warranty purposes. The Owners is also 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 the 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.

## **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 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. 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 expenses of any arbitration will be split evenly between you and A&T.

## **EXCLUSIONS AND LIMITATIONS**

Damage 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, waves, 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, or Acts of God. Damage to or deterioration of cosmetic surface finishes, including scratches, gouges, chips, cosmetic cracks, discoloration, fading, oxidation, normal wear and tear, are not covered by this warranty. Replacement parts provided under terms of the warranty will,



whenever possible, match original equipment (but 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. 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 in 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 the alleged defect and to include, but not limited to, paying the cost of transporting the pontoon boat to and from the factory, dealer, supplier or 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 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.

## **STATE WARRANTY ENFORCEMENT LAWS**

Some states or provinces may have "lemon" laws which permit owners to obtain a replacement unit or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, A&T requires that you first provide us with written notification of any service difficulty you have experienced with the A&T pontoon or sport boat, so that we have an opportunity to make any needed repairs, before you are eligible for the remedies provided by these laws. Your written notification should be sent to the A&T Warranty Service Dept. Manager at the address above. Always include your Hull Identification Number, found on the starboard aft riser of the pontoon.



## **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.