Last Updated: 8/26/2024



PREMIER MARINE LLC 2025 LIMITED MANUFACTUER WARRANTY

This warranty applies to all the Premier Model Year 2025 Boats manufactured by Premier Marine LLC sold in the continental United States and Canada.

Premier Marine LLC, warrants to you, the first retail purchaser of a Premier 2025 model year boat, if purchased from an authorized Premier dealer and operated under expected, typical, non-commercial use that it will repair or replace, at its sole discretion, defects in material or workmanship that are reported within the applicable warranty periods set out below, subject to the remedies, exclusions and limitations set out in this Limited Manufacturer Warranty. The boat as described and limited herein has its product warranty covered by the manufacturer and installer of the boats, Premier Marine LLC, 1200 Minnesota Ave, Big Lake, MN 55309, a Minnesota corporation, hereinafter referred to as Premier Marine LLC. The warranty is administered by the Premier Marine LLC Service Department, 1200 Minnesota Ave, Big Lake, MN 55309. Premier Marine Inc., your warrantor, extends the following limited warranty to you, which limited warranty covers your Premier pontoon as to material defects and all materials and workmanship supplied by or performed by Premier Marine Inc.

Transferable Limited Lifetime Structural Warranty:

Premier Pontoons provides to the original retail purchaser, if warranty registered within 10 days of the original purchase date of the boat, a limited lifetime warranty against structural failure on all pontoon tube welds, z-channels, perf sheeting, below deck weldments, M-brackets, rotational molded furniture framework, railings, gates, and wood decking resulting from defects in material or workmanship under normal non-commercial use. In the event the original purchaser sells the boat, the warranty transfer must be filed with Premier within 30 days of purchase from the original owner. The Limited Lifetime Warranty is transferable to the second owner within 10 years from the original purchase date of the boat. Once the warranty is transferred through an authorized Premier dealer, coverage is for a maximum of 10 years from the original owner's date of purchase.

Transferable Limited Ten-Year Bow-to-Stern Warranty:

Premier Pontoons provides to the original retail purchaser, if warranty registered within 10 days of the original purchase date of the boat, a limited ten (10) year Bow-to-Stern warranty against defects in material or workmanship under normal non-commercial use. In the event the original purchaser sells the boat, the warranty transfer must be filed with Premier within 30 days of purchase from the original owner. The Limited Ten-Year Warranty is transferable to the second owner within 10 years from the original purchase date of the boat. Once the warranty is transferred through an authorized Premier dealer, coverage is for a maximum of 10 years from the original owner's date of purchase.

Non-Transferable Limited Three-year Structural & Two-year Bow-to-Stern Warranty for Commercial Use:

Commercial, rental, and/or timeshare or other share boat use of any Premier boat will have a three (3) year Structural and two (2) year Bow-to-Stern non-transferable warranty against defects in material or workmanship, from the original date of sale to the dealer. Any use of the Premier boat for competitive racing or other competitive activities will void all warranty coverage. All other exclusions listed within this warranty apply.

Exclusions and Limitations (This warranty does not cover or include damage resulting from):

- 1. Equipment or appliances (such as engines, outdrives, props, batteries, controls, trailers, trailer accessories, pontoon protective coatings, and/or aluminum treatments) not manufactured by Premier Marine LLC and are warranted directly by their respective manufacturer, nor the installation of its components.
- 2. Any non-Premier product installed by anyone other than Premier Marine LLC such as equipment, appliances, electronics, or wiring.
- 3. Ordinary wear and tear along with fading or discoloration of materials such as rails, frames, canvas, vinyl, fiberglass, dash panels, switches, flooring, etc. including rips, tears, snags, or similar damage to canvas, flooring, upholstery, vinyl, fabric, trim pieces, plastics or zippers.
- 4. Normal service or maintenance items such as light bulbs, fuses, and lubricants or items related to failure to perform regular, routine, or standard maintenance. In the case of saltwater conditions, this care and maintenance needs to be increased in frequency including polishing of hardware, corner castings, etc. Items related to improper cleaning methods and/or use of chemical solutions not approved by Premier Marine LLC or our suppliers.
- 5. Failure to disconnect Bimini legs (front and/or back) before activating the power top. Damage to the Bimini frame or canvas due to traveling at speeds above recommended standards while Bimini in in use.
- 6. Improper use of tow bar. Tow bar is to be used for watersports and towable inflatables with a maximum of two riders and a combined weight limit of 340 lbs. Tow bar is not to be used for parasailing, kit flying, or towing any other airborne device or towing other vessels.
- 7. Overexposure to the sun or improper covering and/or storage. Items such as but not limited to flooring, canvas, and vinyl may show variations in color due to environmental conditions such as exposure to sunlight. Deck board seams may become or may be slightly visible.
- 8. Aquatic invasive species and plants, native animals, pets, or wildlife including, but not limited to, barnacles, zebra mussels, algae blooms, fish, etc.
- 9. Corrosion issues, including, but not limited to, electrolysis, galvanic corrosion, and stray current and oxidation, use of incorrect sacrificial anodes and/or carpeted bunks in saltwater conditions, and failure to use marine grade hardware to add, repair, or replace any items. Immediately after each use in saltwater, wash the underside of the boat including the tubes or other areas in contact with saltwater. Also, clean areas exposed to saltwater mist.
- 10. Any published or stated performance characteristics or specifications, including, but not limited to, speed or fuel and oil consumption. Claims of design or requests of manufacturer modifications or design, or other claims of failure not caused by defective material or workmanship.
- 11. Vibrations or noises caused by or linked to the movement of components, including, but not limited to, squeaking, creaking, humming, and/or rattling.
- 12. Disassembly, alteration, or modification of the product, including, but not limited to, non-factory installed equipment, alterations for/or use for racing or other competitive activities.
- 13. Failure to comply with safety regulations listed in the operator's manual.
- 14. Accident, exposure to other chemicals such as, but not limited to, overspray of insecticides and weed killers, fire, misuse, negligence, overloading, improper trailering, improper trailer setup, failure to use a transom saver, improper handling or improper use or stress on components/parts including, but not limited to, exceeding manufacturing load capacities, certification, or horsepower. Failure to trim boat properly or slowdown in rough water.
- 15. Force Majeure, natural disasters, acts of God, inclement weather, or other environmental conditions including, but not limited to, acid rain, hail, road salt, chemicals in the atmosphere, freeze damage, mold, mildew, external stressors, temperature, foreign substance contamination, altitude compensation, etc.
- 16. When necessary, Premier Marine LLC will substitute parts of compatible function and value. Replacement parts will be closest match to the original color and/or fitment. Color matching is not guaranteed. Any expedited shipping fees for warranty replacement parts is not covered by Premier Marine LLC.

<u>Transferability of Limited Lifetime Structural & Ten (10) Year Warranty:</u>

In the event the original purchaser sells the boat, the warranty transfer must be filed with Premier within 30 days of purchase from the original owner. The Limited Lifetime and Limited 10-Year Bow-to-Stern warranty are both transferable to the second owner within 10 years from the original purchase date of the boat. Once the warranty is transferred through an authorized Premier dealer, coverage is for a maximum of 10 years from the original owner's date of purchase. The new owner must fill out a Premier warranty transfer form, provide a copy of bill of sale, and a \$250 fee to any authorized Premier dealer, within 30 days of purchase.

Owners Responsibility:

The original owner is required to register this product within ten (10) days of delivery of the boat with a current authorized Premier Marine LLC dealer. The owner must provide proof of purchase, including date of purchase, name of retailing dealer, boat serial number, and current proof of ownership at time of warranty claim. Proper maintenance and cleaning of the Premier Marine LLC products and components are the responsibility of the owner. Failure of any product or component caused by improper cleaning procedures, negligence, or faulty maintenance procedures is expressly excluded from the warranty. Proper boat registration in compliance with state and federal regulations and the purchase of insurance is the responsibility of the owner.

How to get Limited Warranty Service:

To obtain warranty service, take your boat to the marine dealer where you originally purchased your product, or another current authorized Premier Marine LLC dealer, or another warranty service facility designated by Premier Marine LLC, and have a warranty claim submitted to Premier Marine LLC. If you or your dealer have moved, or if your dealer is no longer in business, visit the Premier Marine LLC website at pontoons.com or contact our Customer Service Department, 1200 Minnesota Ave, Big Lake, MN 55309, for the name of a Premier Marine dealer near you. Your claim must be made within thirty (30) days of the discovery of the defect. Based on the determination of Premier Marine LLC and subject to the terms of the warranty, the warranty repair work will be authorized by Premier Marine LLC.

Who Performs Limited Warranty Service:

The best place to obtain warranty service is at the marine dealer where you originally purchased your product. If the dealer cannot perform the service work, visit the Premier Marine LLC website at pontoons.com for assistance. If you are unable to visit your original marine dealer, contact Premier Marine LLC, 1200 Minnesota Ave, Big Lake, MN 55309, for the name and location of a current Premier dealer near you. In some instances, Premier Marine LLC may require that the boat or certain parts be returned to the Premier Marine LLC manufacturing facility for warranty service. Costs incurred for transporting the boat or parts to and from Premier Marine LLC are the responsibility of the owner.

Dispute Resolution:

Should you be unable to resolve a disagreement with your service facility regarding your right to pursue warranty coverage for a needed repair, contact the Premier Marine LLC Customer Service Department (see address at bottom of page 4). If a dispute about warranty service arises between Premier Marine LLC and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions. Unless otherwise agreed to in writing by the parties, the dispute will be submitted to a panel of three (3) arbitrators for a decision. The panel will be made up of one member appointed by Premier Marine LLC, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Arbitration to be held in Minneapolis, Minnesota. All legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Premier Marine LLC and Premier Marine LLC fails to abide by the ruling. The expenses of this arbitration will be paid by the party against whom the arbitrator(s) rule.

Limits of the Warranty:

This written statement of limited warranty represents the entire warranty authorized and offered by Premier Marine LLC. There are no warranties or representations beyond those expressed in this written document. It cannot be amended by any dealership, salesperson, or agent. It expressly limits all warranties, including, but not limited to, by any way of specifications, both expressed and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of Premier Marine LLC. Warranty not to exceed the price paid for the boat. No warranties are made on products sold outside the continental United States or Canada. No warranties are made for any pontoon that was repossessed and/or sold at an auction. Premier Marine LLC shall not be responsible nor liable for consequential indirect or incidental damages, mental anguish or distress, such as damage or injury to persons, loss of property, loss of time or inconvenience, loss of revenue, loss of use or enjoyment, towing expenses, haul out or launching expenses, de-rigging or re-rigging charges, gasoline, mileage, Premier Marine LLC dealer or non-Premier Marine LLC dealer service calls/charges, transportation, telephone, loading expenses, shrink-wrapping, International Brokerage fees or freight, winterizing, or any similar cost not mentioned above. Damages or missing items of any kind reported outside of the product receiving policy to the dealer will be the dealer's sole responsibility; damages or missing items reported 24 hours after delivery to the retail customer will be the retail customer's sole responsibility. Premier Marine LLC reserves the right to make changes without notice to the design, parts, or material of the product without incurring any obligation to maintain spare parts or incorporate such changes for product already manufactured by Premier Marine LLC. When necessary, Premier Marine LLC will substitute parts of comparable function and value. Replacement parts provided under the terms of the warranty will, whenever possible, match the original equipment (but is not guaranteed). Premier Marine LLC will not be responsible for any sums exceeding the cost of defective parts or products to the original purchaser. Damages are exclusively 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 Premier Marine LLC, and Premier Marine LLC shall not be responsible for any other damages whatsoever. Modifications, alterations, or repairs performed by unauthorized personnel may invalidate all or part of the Premier Marine LLC warranty.

State Warranty Enforcement Laws:

Some states may have laws that 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, Premier Marine LLC requires that you first provide us with written notification of any service difficulty you have experienced with the pontoon, 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 Premier Marine LLC Customer Service Manager at the address below. Always include your Hull Identification Number, found on the starboard aft deck bracket.

Federal Compliance:

The terms of the warrantors undertaking expressed in this limited warranty are drafted to comply with the Magnusen Moss Warranty Legislation, P.L. 93-637 of 1974, and other applicable law. Any warranty provisions promulgated by the Federal Trade Commission pursuant to rules or any other law relative thereto are expressly incorporated herein. To the extent any provisions of this limited warranty are inconsistent with state laws, only those parts are void. **Premier Marine LLC Customer Service Department, 1200 Minnesota Ave, Big Lake, MN 55309, Phone (763) 207-2800.**