Last Updated: 12/12/23



PREMIER MARINE LLC 2024 LIMITED MANUFACTUER WARRANTY

Limited warranty for the following models: Escalante, SuperSport, Intrigue, Solaris, and Sunsation.

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 2024 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.

<u>Transferable Limited Lifetime Structural Warranty:</u>

Premier Pontoons provides to the original retail purchaser a limited warranty against structural failure on all tube welds, z-channels, perf sheeting, weldments (bow & stern), M-brackets, rotational molded furniture framework resulting from defects in material or workmanship under normal non-commercial use. Additionally, Premier Pontoons will, at its discretion, repair or replace any Marinegrade wooden deck which fails as a result in defects in material and or workmanship free of charge for materials and labor to the original owner that the Pontoon is registered to.

Transferable Limited Ten-Year Warranty:

Premier Pontoons provides to the original retail purchaser a limited warranty against fencing, including rails, panels, and gates, bimini frames, canvas coverings (bimini, playpen, travel, furniture), furniture, including captain's chairs and fishing chairs, changing rooms, flooring, consoles, windshields, steering wheels, & fuel tank resulting from defects in material or workmanship under normal non-commercial use.

Non-Transferable Limited Three-Year Bow to Stern Warranty:

Premier Pontoons provides to the original retail purchaser a limited warranty against boat accessories/options such as tables, bases, pedestals, audio equipment head units, speakers, amplifiers, subwoofer, gauges, depth finders, Vantage film protection factory installation, switches, electronic actuators, bimini controller, bimini motors, cooler lifts, electrical harnessing & component connectors resulting from defects in material or workmanship under normal non-commercial use.

Non-Transferable Limited Three-year Finished Surface (Paint/Powder Coat/Anodized) Warranty:

Premier will provide to the retail owner repair or replacement, at its sole option, of any defect in material or workmanship in the original factory finished surface area above the water line which is reported within three (3) years from the original date of the first retail purchase.

Non-Transferable Limited Two-year Gelcoat Finish Warranty:

Premier will provide to the retail owner repair or replacement, at its sole option, of any defect in material or workmanship in the original factory gelcoat finish above the water line which is reported within two (2) years from the original date of the first retail purchase. Gelcoat/fiberglass damage caused by neglect, lack of maintenance, accident, abnormal operation, improper installation, or service is not covered.

Non-Transferable Limited One-year Warranty for Commercial Use:

Commercial, rental, and/or timeshare or other share boat use of any Premier boat will have a warranty coverage for one (1) year 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.

Other Warranties That May Apply:

Additional component warranties may be provided by the respective manufacturers that may or may not be covered by Premier Marine LLC. For any component covered beyond the respective manufacturers warranty by Premier Marine LLC refer to the limited warranty sections contained within this document. Applicable warranties may be found in the product owner's packet or by contacting your selling dealer. Premier Marine LLC will not pay for any such warranty of the respective manufacturers' product during the coverage period offered by the respective manufacturer. In the event the warranty is denied by the respective manufacturers, Premier Marine LLC will not pay for or honor the denied claim under this manufacturer's warranty period.

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

- Equipment or appliances (such as engines, outdrives, propellers, batteries, and controls) not manufactured by Premier Marine LLC and are warranted directly by their respective manufacturer nor the installation of its components.
- Any equipment, appliances, electronics, or wiring installed by anyone other than Premier Marine LLC.
- 3. Ordinary wear and tear along with fading of materials
- Normal service or maintenance items such as light bulbs, fuses, and lubricants.
- Loss of time, boat payments, travel expenses, inconvenience, transportation fees, in and out of water charges, storage charges, or loss of private property.
- 6. Any expedited shipping fees for warranty replacement parts
- 7. Any pontoon that was repossessed and/or sold at auction.
- Boat accessories/options including but not limited to tables, bases, pedestals, flooring, furniture (color, style, size, etc.) if such a replacement accessory is no longer available.
 Substitute parts of compatible function or value may be used.
- 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.
- Color matching of replaced parts deemed within factory standards including but not limited to vinyl upholstery, trim pieces, paint finish, gel finish, helm components, etc.
- 12. Any damage or missing items reported outside the first 24 hours after delivery to the retail customer.
- 13. Damage caused directly or indirectly by or related to the following:
- Failure to perform regular routine maintenance in accordance with Premier's maintenance and care instructions.
- Improper cleaning methods and/or use of chemical solutions not approved by Premier Marine LLC as acceptable.
- Rips, tears, snags, or similar damage to canvas, flooring, upholstery, vinyl, fabric, trim pieces, plastics, or zippers.
- 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..
- e. Overexposure to the sun or improper covering and/or storage (such as color fading).
- f. 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.
- Aquatic invasive species and plants, native animals or wildlife including, but not limited to, barnacles or zebra mussels, algae blooms, fish etc.
- Accidents, misuse, negligence, overloading, improper handling or improper use or stress on components/parts including but not limited to exceeding manufacturing load capacities, certification, or horsepower.
- 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.
- Vibrations or noises caused by or linked to the movement of components, including, but not limited to, squeaking, creaking, humming, and rattling.
- Improper trailering, improper trailer setup, or failure to use a transom saver.
- I. Failure to trim boat properly or slowdown in rough water.
- Failure to comply with the safety regulations listed in operator's manual.
- Failure to disconnect Bimini legs (front and/or back) before activating the power top.
- o. Improper use of tow bar. Tow bar is to be used for watersports and towable inflatables with a maximum of 2 riders and a combined weight limit of 340 lbs. Tow bar is not to be used for parasailing, kite flying or towing any other airborne device or towing other vessels.
- p. Bimini damage to frame or canvas due to traveling at speeds above recommended standards while Bimini is in use.

Transferability of Limited Lifetime Structural & Ten (10) Year Warranty:

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 purchase date. The Limited 10-Year Warranty is transferable to the second owner within 10 years from the original purchase date of the boat. 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 by mail or through 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. 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 rerigging 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 24 hours after delivery 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.**