

# BOAT 2020 LIMITED WARRANTY



**PRINCECRAFT**

# WELCOME

## ABOARD THE

# *PRINCECRAFT*

## FAMILY

**Princecraft Boats, Inc.** ("Princecraft") provides the following Limited Manufacturer Warranty to the owners of its **2020** Fishing, Deck and Pontoon Boats, if purchased from a Princecraft authorized dealer in the United States and Canada and operated under normal, non-commercial use ("Princecraft Boat"), subject to the remedies, exclusions and limitations set out in this Limited Warranty.

### **1. Pontoon Boat Limited Lifetime Structural Warranty to Original Retail Owner**

Princecraft will repair or replace, at Princecraft's sole discretion, any structural defect in material or workmanship in the main welded pontoons, deck risers, railings, floor fasteners, and motor mounts of any Princecraft Pontoon Boat which is reported during the period of ownership by the original retail owner of any Princecraft Pontoon Boat.

### **2. Pontoon Boat Ten-Year Limited Structural Warranty to Second Retail Owner**

Upon the second owner's receipt of an approved product warranty transfer from Princecraft, Princecraft will repair or replace, at Princecraft's sole discretion, any structural defect in material or workmanship in the main welded pontoons, deck risers, railings, floor fasteners and motor mounts of any Princecraft Pontoon Boat reported within ten (10) years of the date of the first retail delivery.

### **3. Fishing & Deck Boat Limited Lifetime Riveted/Welded Hull Seam Warranty to Original Retail Owner**

Princecraft will repair any defect in material or workmanship in the Main Riveted/Welded Hull Seams, as defined below, which is reported during the period of ownership by the original retail owner. For purposes of this Limited Warranty, Main Riveted/Welded Hull Seams shall mean those main riveted or welded hull seams which are located where the hull side meets the bottom chine or the transom on Princecraft Fishing and Deck boats.

### **4. Fishing & Deck Boat Ten-Year Limited Riveted/Welded Hull Seam Warranty to Second Retail Owner**

Upon the second owner's receipt of an approved product warranty transfer from Princecraft, Princecraft will repair any defect in material or workmanship in the Main Riveted/Welded Hull Seams, which is reported within ten (10) years of the date of the first retail delivery.

### **5. Fishing & Deck Boat Limited Pro-Rated Ten-Year Structural Warranty to Original Retail Owner**

Princecraft will repair or replace, at Princecraft's sole discretion, any defect in material or workmanship for all interior structural supports, beams, ribs (stiffeners), keels, and braces on Princecraft Fishing and Deck Boats (collectively "Structural Supports"), which is reported within ten (10) years from the date of delivery of any Princecraft Fishing and Deck Boat to the original retail owner on the following depreciation schedule. This Pro-Rated Limited Warranty is non-transferable.

Year	1	2	3	4	5	6	7	8	9	10
Princecraft pays	100%	100%	80%	70%	60%	50%	40%	30%	20%	10%
You pay	0%	0%	20%	30%	40%	50%	60%	70%	80%	90%

## **6. Limited Lifetime Wood Floor Warranty to Original Retail Owner**

Princecraft will replace any pressure treated Fir Plywood panel on any Princecraft Boat floors ("Panel"), which has been damaged by fungal decay to the extent that the Panel is structurally unfit, and which is reported during the period of ownership by the original retail owner of any Princecraft Boat. Damage to Panels caused by swelling, shrinkage, delamination, or any other physical properties of Fir Plywood is not covered by this Limited Lifetime Wood Floor Warranty.

## **7. Ten-Year Limited Wood Floor Parts Warranty to Second Retail Owner**

Upon the second owner's receipt of an approved product warranty transfer from Princecraft, Princecraft will provide a replacement for any pressure treated Fir Plywood Panel on the Princecraft Boat floor ("Panel") which has been damaged by fungal decay to the extent that the Panel is structurally unfit, and which is reported within ten (10) years of the date of the first retail delivery. This Limited Wood Floor Parts Warranty does not include labor costs. Damage to Panels caused by swelling, shrinkage, delamination, or any other physical properties of Fir Plywood is not covered by this Limited Lifetime Warranty.

## **8. Pontoon & Deck Boats: Limited Five-Year Parts and Components Warranty to Original Retail Owner**

- (a) Princecraft will repair or replace, at Princecraft's sole discretion, any part or component not addressed in the specific warranties listed above and not excluded in the Exclusions section, which is manufactured by Princecraft, found to be defective in factory materials or workmanship, and reported within five (5) years of the date of delivery of the Princecraft Boat to the original retail owner.

The balance of the original Limited 5-Year Parts and Components Warranty on Princecraft Pontoon and Deck Boats is transferable to the Second Retail Owner only.

Upon the second owner's receipt of an approved product warranty transfer from Princecraft, Princecraft, will repair or replace, at Princecraft's sole discretion, any part or component not addressed in the specific warranties listed above and not excluded in the Exclusions section, which is manufactured by Princecraft, found to be defective in factory materials or workmanship, and reported within five (5) years of the original date of delivery of the Princecraft Boat.

- (b) Princecraft will repair or replace, at Princecraft's sole discretion, any parts or components not manufactured by Princecraft which are not addressed in the specific warranties listed above and not excluded in the Exclusions section, which (i) are installed by Princecraft, (ii) do not carry their own warranty to the retail consumer, (iii) are defective in factory materials or workmanship, and (iv) are reported within five (5) years of the date of delivery to the original retail owner. This Limited Warranty is transferable for the balance of the original five (5) years, and it is contingent on the original part being returned to the authorized dealer. This Limited Warranty does not apply to any other items expressly covered or excluded herein.
- (c) Component parts not manufactured or installed by Princecraft, or specifically included under Exclusions, may carry a limited warranty from the component manufacturer. Any assistance by Princecraft and/or its dealers in administration or coordination of components which carry their own warranties shall not constitute an adoption of the warranty responsibilities of the component manufacturer.

## **9. Fishing Boats: Limited Three-Year Parts and Components Warranty to Original Retail Owner**

- (a) Princecraft will repair or replace, at Princecraft's sole discretion, any parts or components which are not addressed in the specific warranties listed above and not excluded in the Exclusions section, which is manufactured by Princecraft, found to be defective in factory materials or workmanship, and reported within three (3) years of the date of delivery of the Princecraft Boat to the original retail owner.

Balance of the original Limited Three (3) Year Parts and Components Warranty on Princecraft Fishing Boats is transferable to the second retail Owner only.

Upon the second owner's receipt of an approved product warranty transfer from Princecraft, Princecraft will repair or replace, at Princecraft's sole discretion, any parts or components which are not addressed in the specific warranties listed above and not excluded in the Exclusions section, which is manufactured by Princecraft, found to be defective in factory materials or workmanship, and reported within three (3) years of the original date of delivery of the Princecraft Boat to the original owner.

- (b) Princecraft will repair or replace, at Princecraft's sole discretion, any parts or components not manufactured by Princecraft which are not addressed in the specific warranties listed above and not excluded in the Exclusions section, which (i) are installed by Princecraft, (ii) do not carry their own warranty to the retail consumer, (iii) are defective in factory materials or workmanship, and (iv) are reported within three (3) years of the date of delivery to the original retail owner. This Limited Warranty is transferable for the balance of the original three (3) years, and it is contingent on the original part being returned to the authorized dealer. This Limited Warranty does not apply to any other items expressly covered or excluded herein.
- (c) Component parts which are not manufactured or installed by Princecraft, or specifically included under Exclusions, may carry a limited warranty from the component manufacturer. Any assistance by Princecraft and/or its dealers in administration or coordination of components which carry their own warranties shall not constitute an adoption of the warranty responsibilities of the component manufacturer.

## **10. Limited Five-Year Carpet and Vinyl Upholstery Warranty to Original Retail Owner**

If reported within a period of five (5) years from the date of delivery to the original retail owner, Princecraft, at Princecraft's sole discretion, will repair or replace any carpet or vinyl upholstery on Princecraft Boats which has defects in material or workmanship, or excessive fading. This repair or replacement shall include material and/or labor costs, but does not include any damage caused by rip, tears, snags, unraveling and/or other abuse. This Limited Warranty is non-transferable.

## **11. Limited Five-Year Warranty on Camper Tops and Trailer Covers and a Limited Three-Year Warranty on Mooring Covers to Original Retail Owner**

If reported within a period of five (5) years from the date of delivery to the original retail owner, Princecraft will provide replacement canvas material for any full camper tops or trailer covers on Princecraft Boats which has excessive fading or has been rendered unserviceable from normal exposure conditions, including sunlight, rot, or normal atmospheric chemicals. The same conditions apply on the mooring covers for a three (3) year period from date of delivery to the original retail owner. This Limited Warranty does not cover labor, installation, or fabrication costs and is non-transferable.

## **12. Limited Commercial Warranty**

Princecraft warrants to the first retail owner of its 2020 model year boats and pontoons in commercial use or livery service that Princecraft will repair or replace, at its sole discretion, any structural defect in material or workmanship in the hull or deck which is reported within one (1) year from the date of the first retail delivery. This Limited Warranty provision is not transferable. As used herein, the phrase "commercial use" includes but is not limited to any for-profit use or revenue generating purpose.

# EXCLUSIONS

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## **This Limited Warranty Does Not Cover:**

1. Any Princecraft Boat initially sold at retail by a party other than an authorized Princecraft dealer;
2. Components, parts, accessories and other equipment which carry their own individual warranties, including but not limited to: engines, engine components, outdrives, trolling motors, controls, propellers, trailers, toilets, stoves, refrigerators, fish/depth finders, radios, and batteries;
3. Paint peeling, blistering, flaking, chalking, and fading;
4. Corrosion or damage resulting from storage; salt water corrosion; corrosive atmosphere; the use of harmful solvents or cleaners, electrolysis by reversed polarity connections; or application of improper antifouling compounds including copper, mercury, arsenic or lead or placing dissimilar metal such as steel, brass, bronze or copper fittings in direct contact with aluminum hulls;
5. Any failure or defect caused by misuse, including the failure to operate at reduced speeds in rough water; the failure to rinse the Princecraft Boat in clear water promptly after use in saltwater; or leaving the Boat in saltwater when not in operation;
6. Normal wear and tear, fading, discoloration, neglect or abuse of vinyl upholstery, carpet, fiberglass, plastic and trim;
7. Mold or mildew to canvas, zippers, vinyls, plastic, fabric, flooring materials, trim and excessive deterioration to canvas, vinyl, flooring or other soft goods caused by over exposure to the sun or improper ventilation as a result of covering the boat with a wet interior;
8. Vandalism, windshield breakage and leakage around windshields or other designed openings, damage resulting from collisions, rodents or rainwater leakage through canvas tops;
9. Damage to boat, mooring covers or bimini frames as a result of improper trailering or use. Mooring covers and enclosures are not intended to be used when trailering. Bimini tops must be properly closed and in the trailering position to avoid damage;
10. Damage to Panels caused by swelling, shrinkage, delamination, or other physical properties of Fir Plywood;
11. Damage from rock chips, scratches, dents, road salt, tree sap, bird/spider droppings, acts of nature including but not limited to hail, lightning, windstorms, abrasion from covers, beach sand and rocks;
12. Any sum in excess of the cost to the original owner of the defective part, article, or product;
13. Any failure or defect caused by accidents; theft; normal wear and tear; failure to provide reasonable and necessary maintenance; or failure to comply with Princecraft's recommendations relating to use and care of the Princecraft Boat;
14. Any failure or defect caused by alterations from Princecraft factory specifications, including overpowering or overloading in excess of published capacity rating and/or improper rigging and installation by the owner or any other person or entity not being an authorized dealer;
15. Any towing, road service, transportation, haul out, or other expenses incurred in returning the Princecraft Boat to the authorized dealer or to Princecraft for warranty service;
16. Any hull damage, failure, or defect resulting from an improper trailer set up, improper trailering, improper engine support while trailering, or towing a Boat behind a power boat;
17. Any cost of removing equipment, such as an outboard motor or sonar in order to perform warranty work;

18. Any modifications to a Princecraft Boat based on design or manufacturing changes, or standard options, accessories or warranties added, improved or revised from previous Princecraft Boats. Princecraft reserves the right to change or improve the design or manufacture of Princecraft Boats without any obligation to modify previous boats;
19. Any costs or damages attributed to representations or implications relating to speed, range, fuel consumption or estimated performance characteristics;
20. Any failure or defect caused by an act of nature resulting in damage, cost, or expense;
21. Princecraft Jon model series boats;
22. Any failure or defect arising from a previous repair made by a non-authorized service provider;
23. Any item which exceeds the expressed coverage limits specified in any Princecraft Limited Warranty;
24. Any Princecraft Boat which has been salvaged or declared a total loss or a constructive total loss for any reason not covered by this Limited Warranty; and,
25. Any defect or repair requiring redesign of the Boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other jurisdiction.

### **SOLE REMEDY**

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST PRINCECRAFT FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Princecraft reserves the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the product as of the date of the owner's claim. Acceptance of any product returned or any refund provided by Princecraft shall not be deemed an admission that the product is defective. Products that are replaced become the property of Princecraft.

### **OTHER LIMITATIONS**

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY PRINCECRAFT ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. PRINCECRAFT FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. TO THE EXTENT THE IMPLIED WARRANTY CANNOT BE DISCLAIMED, IT IS LIMITED TO THE SHORTER OF ONE YEAR FROM THE DATE OF DELIVERY TO THE FIRST RETAIL OWNER OR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW NEITHER PRINCECRAFT, NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG ANY IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME

STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

### **STATUTE OF LIMITATIONS**

Any action for breach of express or implied warranty against Princecraft shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant any consumer a right of rescission or revocation against Princecraft, where such right does not otherwise exist under applicable law. Some states may not allow the applicable statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail owner.

### **OWNER'S OBLIGATION**

All warranty work or repairs must be referred to the authorized dealer for authorization by Princecraft as a condition precedent to limited warranty coverage. Princecraft must receive written notice of any remaining warranty claims from the owner prior to the expiration of the owner's limited warranty, and the owner must allow Princecraft an opportunity to resolve the matter. Your contact information is disclosed to our employees, affiliates, dealers, and marketing agencies to provide product notification under the Federal Boat Safety Act, provide owner benefits, offer products & services, and conduct surveys to determine your needs. If you want to access, correct, or remove your personal information from our database located at Princecraft, 725 St. Henri Street, Princeville, Quebec, Canada, G6L 5C2, please contact the Princecraft Marketing Department at **1-800-395-8858** or at **princecraft@princecraft.com**. To find out more about our privacy practices visit our Website at [www.princecraft.com](http://www.princecraft.com).

### **REGISTRATION & WARRANTY TRANSFER POLICY**

Once your boat is delivered to you, your dealer must confirm delivery in our system. When this confirmation is received, your warranty is officially effective. It is the dealer's responsibility to proceed with the registration. The Limited Warranties set out in numbered paragraphs (1), (3) and (6) are transferable for the balance of the ten (10) years; (8) is transferable for the balance of the five (5) years provided to the original retail purchaser and (9) is transferable for the balance of the three (3) years provided to the original retail purchaser. These warranty provisions are transferable to a second retail owner within the specified number of years from the date of delivery of any Princecraft Boat to the original retail owner as set out above, except this Limited Warranty will not transfer on any Princecraft Boat which has been salvaged and resold after declaration of a total loss or a constructive total loss, i.e. the cost of repair exceeds the value of the boat. The transferred Limited Warranty will become effective after the second owner has completed a warranty transfer form and submitted a \$200 processing fee to an authorized Princecraft dealer. Princecraft reserves the right to reject any warranty transfer request for a Princecraft Boat that has been damaged, neglected, or otherwise previously excluded from its limited warranty. The Fishing & Deck Boat Limited Pro-Rated Ten-Year Structural Warranty, the Limited Five-Year Carpet and Vinyl Upholstery Warranty, and the Limited Five-Year Warranty on Camper Tops and Trailer Covers/Limited Three-Year Warranty on Mooring Covers are not transferable.

### **GOVERNING LAW AND VENUE**

This Warranty shall be interpreted and construed according to and governed by the laws of the State of Tennessee, without regard to conflict of law principles. Venue for any and all disputes arising out of or related to this Warranty, including without limitation the interpretation, performance or breach of this Warranty, shall be solely and exclusively before the United States District Court for the

Eastern District of the State of Tennessee. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406 (or any successor statutes) or the doctrine of *forum non conveniens*. If the United States District Court does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Knox County, Tennessee, and the parties consent to the personal jurisdiction of such court for the purpose of such litigation.

## SAFETY

It is your responsibility (as well as the responsibility of any other operator of this boat) to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating, navigation and boating safety. You and any other operator of this boat should take a course in boating and boating safety before operation of this boat and should be completely familiar with all systems regarding safe operation of this boat. Personal flotation devices should be worn by each passenger in accordance with U.S. Coast Guard or Transport Canada standards and state and federal law.

## MODIFICATIONS & SEVERABILITY

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of this vessel may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a management level employee of Princecraft. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

### PRINCECRAFT BOATS INC. BATEAUX PRINCECRAFT INC.

725 St-Henri, Princeville (Quebec) Canada G6L 5C2

Phone / Téléphone : (819) 364-5581

USA Customers Phone / Téléphone-client États-Unis : (800) 395-8858

Retain this portion for your records. *Conservez cette partie pour vos dossiers.*

### Original purchaser *Acheteur initial*

Serial No *N° de série* QJT \_\_\_\_\_

Purchase Date *Date de l'achat* \_\_\_\_\_ Y/ A      M/ M      D/ J

Delivery Date *Date de livraison* \_\_\_\_\_ Y/ A      M/ M      D/ J

Name *Nom* \_\_\_\_\_

Zip Code *Code postal* \_\_\_\_\_

### Dealer *Concessionnaire*

Name *Nom* \_\_\_\_\_

Address *Adresse* \_\_\_\_\_