

TRAILER

2020

LIMITED WARRANTY



PRINCECRAFT

WELCOME ABOARD THE *PRINCECRAFT* FAMILY

Princecraft Boats, Inc. ("Princecraft") provides the following Limited Warranty to the original retail purchaser of each **2020** model boat trailer manufactured by REMEQ, Inc. and distributed by Princecraft, if purchased from an authorized Princecraft dealer in the United States and Canada and operated under normal, non-commercial use ("Boat Trailer"), subject to the remedies, exclusions and limitations set out in this Limited Warranty.

Limited One-Year Parts and Components Warranty

Princecraft will repair or replace, at Princecraft's sole discretion, any defect in material or workmanship on the Boat Trailer within one (1) year of the date of delivery of the Boat Trailer to the original retail owner. This Limited One-Year Parts and Components Warranty does not apply to any items expressly covered or excluded by Princecraft's Express Limited Warranty.

Limited Two-Year Paint/Rust Warranty

Princecraft will repair any peeling or rust on the Boat Trailer within two (2) years of the date of delivery of the Boat Trailer to the original retail owner.

EXCLUSIONS

This Limited Warranty Does Not Cover:

1. Boat Trailers owned by parties other than the original retail owner;
2. Winch strap assembly, light bulbs, brakes, brake system, tires or wheels, wood bunks or load guides; plywood, couplers, tongue jacks or springs;
3. Corrosion and damage to paint or galvanization due to road hazards; any failure or defect caused by accidents; theft; normal wear and tear; failure to provide reasonable and necessary maintenance;
4. Any failure to comply with Princecraft's recommendations relating to use and care of the Boat Trailer; unreasonable use; improper trailer set-up, or improper trailering;
5. Damage due to improper repairs or modifications without authorization;
6. Any Boat Trailer for a boat used for Commercial Purposes (Commercial Purposes, as used herein, includes but is not limited to any for-profit use or revenue generating purpose);
7. Any Boat Trailer which has been salvaged or declared a total loss or a constructive total loss for any reason not covered by this Limited Warranty;
8. Any failure or defect caused by alterations from factory specifications, including overloading in excess of published capacity rating; or improperly installed weight distribution hitches in conjunction with hydraulic surge brakes;
9. Any item exceeding the expressed coverage limits specified in any Princecraft Limited Warranty;
10. Any defect or repair requiring redesign of the Boat Trailer, except pursuant to the recall laws of any jurisdiction;
11. Any towing, road service, transportation, haul out, or other expenses incurred in returning the Boat Trailer to the authorized dealer or to Princecraft for warranty service; or

12. Components, parts, accessories and other equipment which carry their own individual warranties.

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 TRAILER. 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 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. NEITHER PRINCECRAFT NOR THE AUTHORIZED DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT TRAILER, 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.

REGISTRATION & WARRANTY TRANSFER POLICY

Once your trailer 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. 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.

Princecraft's Boat Trailer Limited Warranty extends only to the first retail owner. This Limited Warranty does not transfer to any subsequent retail owner of the Princecraft Boat Trailer.

OWNER'S OBLIGATION

All warranty work or repairs must be referred to Princecraft or an authorized dealer for authorization 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. Our privacy policies are available at www.princecraft.com.

GOVERNING LAW AND VENUE

This Limited 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.

MODIFICATIONS & SEVERABILITY

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of a Boat Trailer 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 clients États-Unis : 1-800-395-8858

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

Original purchaser *Acheteur initial*

Serial No *N° de série* 2REA _____

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* _____