

# The Best Boat Brands

Lifetime + 6 Warranty Policy

For 2023 model boats

# Smoker Craft Inc. Limited Warranty

Smoker Craft Inc. warranties are to protect the consumer from defects in materials or workmanship and warrants coverage for private, non-commercial use. To activate warranty, your Smoker Craft, Inc. dealer must register at the time of purchase.

Commercial units are excluded from the Lifetime + 6 Warranty. A one year warranty shall apply provided the unit is disclosed as a commercial unit by the Smoker Craft, Inc. dealer at the time of registration. Units defined as "commercial" include units utilized for rent, demonstration, competitive racing, professional tournament participation, and other commercial uses.

The warranty period starts from the date of delivery of the boat to the original retail purchaser or 18 months after the boat ships from the factory, whichever comes first.

## Limited Lifetime Warranty

Smoker Craft Inc. Limited Lifetime warranties are extended to the original retail purchaser and are not transferable to any subsequent owner.

#### Riveted Aluminum Boats

Leakage resulting from defects in material or workmanship on main hull seams is covered by a lifetime limited warranty to the original consumer. This includes bow stems and all side to bottom, transom to hull side, and transom to bottom riveted seams. Structural damage to the hull seam caused by striking an object, or improper trailer bunk adjustment is not covered. The warranty period for all other portions of aluminum riveted boat hulls is ten (10) years and covers labor and material costs on the following depreciation schedule.

Year	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Smoker Craft Inc. Pays	100%	100%	80%	70%	60%	50%	40%	30%	20%	10%
Owner Pays	0%	0%	20%	30%	40%	50%	60%	70%	80%	90%

#### Welded Aluminum Boats

The Smoker Craft Inc. "leak-proof-for-life" hull warranty covers material and labor costs to repair any problem of water intrusion through the hull caused by defects in material and workmanship for the life of the boat while owned by the original consumer. The "leak-proof-for-life" hull warranty is not transferable and is available to the original consumer only. Structural damage to the hull caused by striking an object, or improper trailer bunk adjustment is not covered.

The length of warranty for items which haven't caused a leak, but are covered by warranty such as welds on hulls is pro-rated for ten (10) years from the date of purchase to the original consumer for defects in material and workmanship. This covers labor and material costs according the following depreciation schedule:

Year	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Smoker Craft Inc.										
Pays	100%	100%	80%	70%	60%	50%	40%	30%	20%	10%
Owner Pays	0%	0%	20%	30%	40%	50%	60%	70%	80%	90%

#### Pontoon Boats

The deck, tubes and transoms are covered under warranty for defects in material or workmanship for as long as the original purchaser owns the boat. Warranted plywood decking material will be replaced including labor, carpet/vinyl, and glue for a period of 10 years. After 10 years the wood deck material alone is covered by warranty.

# Fiberglass Boats

Any Structural Hull Defect, as defined below, which is caused by a defect in factory materials or workmanship, for as long as the original purchaser owns the boat. For purposes of this limited warranty: 1) The "Hull" shall mean the single fiberglass molded shell and integral structure within that shell, including stringers, floorboards and related structural reinforcements, all of which are below the hull flange; and 2) a "Structural Hull Defect" shall mean a substantial defect in the boat's Hull which causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

#### Limited 6 Year Parts and Components Warranty\*

\*See Limited Warranty Exclusions contained within this document.

The warranty period starts from the date of delivery of the boat to the original retail purchaser or 18 months after the boat ships from the factory, whichever comes first. The Smoker Craft, Inc. obligation under this limited warranty shall be limited to the repair or replacement of parts that are found to be defective in materials or workmanship.

### Limited Warranty Exclusions

- Electronic items including stereos, dash modules/ multiplex units (Eg. graphs and gauges) are covered by their original manufacturer warranty according to their policies and are not covered by Smoker Craft Inc. warranty. See your dealer for manufacturer specific warranty information.
- 2. Power Tops carry a 3 year limited warranty on the frame and actuator assemblies.
- 3. Aftermarket repair parts will have the remainder of their OEM, new boat warranty, a 1 year parts replacement warranty from Smoker Craft Inc., whichever is longer.
- 4. Component parts not manufactured or installed by Smoker Craft Inc., including but not limited to: engines, drive trains, electronic equipment, gauges, trolling motors, controls, props, depth finders, batteries, trailers, and trailer tires. Such equipment or accessories may carry their own individual warranties provided by the respective component manufacturer. The warranties provided by the component manufacturer on such component parts are hereby assigned to the retail purchaser, to the extent permitted by the component manufacturer, as the retail purchaser's sole and exclusive remedy with respect to such items.
- 5. Window damage, alignment, breakage or water leakage, including water leakage through canvas tops.
- 6. Engine installation (when installed by others), or engine height for optimal performance.
- 7. Electrolysis, or corrosion of any sort due to chemical or salt exposure, or lack of protective anodes, lack of bottom paint, lack of plastic trailer bunks when necessary, improper wiring by others, stray current, etc.
- 8. Canvas zippers.
- 9. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, fading or oxidation of gel coat, wood finishes, varnishes, stains, paints, plastics, trim tape, plated or painted metal, chips, or scratches.
- 10. Gel Coat cracks, or stars if due to external force applied to the fiberglass.
- 11. Tears and/or fading in vinyl, upholstery, flooring or canvas.
- 12. Damage, shrinkage, or deterioration of flooring materials, upholstery and exterior canvas tops, enclosures, weather covers (including rainwater leakage), helm tops, etc. due to exposure to the elements such as but not limited to sun related fading or burning from concentrated light from curved surfaces, etc.
- 13. Damage or deterioration due to time spent in dealer inventory exposed to the elements.
- 14. Any discoloration or damage due to environmental exposure or micro-organisms creating "pinking", "greening", "browning", "yellowing", "burning", "blushing" etc.
- 15. Damage resulting from use of cleaners, protectants, or other chemicals not compatible with surfaces or finishes.
- 16. Mildew, mold, rust or other environmental effects from micro-organisms, moisture, dirt, or heat.
- 17. Road salt etching/corrosion unless protected by factory applied Sila Shield.
- 18. Damage due to environmental conditions such as salt water coastal environments, hail, freeze damage, road salt, chemicals in the atmosphere, etc.
- 19. Damage caused, directly or indirectly, by or related to improper use of ski tow bar. No items are to be tied to the tow rope. A ski tow bar is to be utilized for recreational purposes only and is not to be used for any other utilitarian purposes including, but not limited to towing another watercraft. Max of 500lb of towing.
- 20. Any boat which has been altered or modified from Smoker Craft Inc. factory specifications.
- 21. Any boat initially sold at retail by a party other than an authorized Smoker Craft Inc. dealer.

- 22. Any boat which has been overpowered according to Smoker Craft Inc. factory or USCG specifications for such boat.
- 23. Any boat used for commercial purposes, including but not limited to rental fleets, demonstrators, competitive racing, military, professional tournament participation, and other commercial uses after one year of use. Conditions of the one year warranty as outlined in the Limited Warranty Policy section of this document including registration requirements do apply.
- 24. Use of a jack plate not installed by Smoker Craft Inc.
- 25. Any unauthorized repair, installation, or attempted disassembly.
- 26. Damages due to inadequate trailer support, transom support or improperly designed, adjusted or assembled trailers.
- 27. Final rigging, prop choices, motor position, and final adjustments.
- 28. Any failure or defect caused by an accident; product abuse or misuse; failure of the owner to use, maintain, or store the boat as specified in Smoker Craft Inc. owner's manual; and any other failure to provide reasonable care and maintenance.
- 29. Normal wear and tear items such as light bulbs, etc. are not covered.
- 30. Damage due to improper loading or unloading technique or equipment such as lifting pontoon boats without using a lifting beam to separate lifting straps.
- 31. Express (Air) fees for shipping of warranty replacement parts.
- 32. Damage caused by water over the deck, (under certain circumstances, waves can come over the front deck of a pontoon boat and cause damage to the fencing and or gate).
- 33. Match of color, style, size, brand, or texture of carpet, flooring, helm or components, canvas, vinyl, upholstered parts or accessories if such a replacement accessory is no longer available.
- 34. Any transportation, haul out, or other expenses incurred in returning the boat to or from the selling dealer or to the Smoker Craft Inc. factory for warranty service.
- 35. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics.
- 36. Any failure or defect caused by an act of nature, act of war, act or terrorism, or civil unrest resulting in damage, cost, or expense.
- 37. Any boat which has been salvaged or declared a total loss or a constructive total loss for any reason not covered by this Limited Warranty.
- 38. Any damage related to the lack of trim limiter installation or adjustment.
- 39. Retrofit costs associated with replacing warranted items if direct replacements are no longer available.

#### Other Limitations and Disclaimers

- 1. All other warranties, expressed or implied, including the implied warranties of merchantability and fitness, are expressly excluded.
- 2. Smoker Craft Inc. 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.
- To the extent any implied warranty of merchantability or fitness for a particular purpose is
  implied by law and cannot be disclaimed under applicable law despite the disclaimer herein,
  such warranties shall be limited to the duration of one year from the date of delivery of the boat
  to the first retail owner.
- 4. Neither Smoker Craft Inc. nor the selling dealer shall have any responsibility for any incidental or consequential damage; loss of use of the boat; loss of time, profits or income;

inconvenience; commercial or economic loss; or any other consequential or incidental damages.

- 5. In no event shall any repair or replacement under this limited warranty exceed the fair market value of the customer's boat as of the date the customer provides notification of the defect.
- 6. Some jurisdictions do not allow limitations on how long any implied warranty lasts, so the above limitation may not be applicable. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not be applicable. This limited warranty gives the owner specific legal rights, and the owner may also have other rights, which vary from state to state.
- 7. Owners in the European Union (EU) may have legal rights under applicable national legislation governing the sale of consumer goods which are not affected by this express limited transferable warranty. If these laws apply to the owner of the boat, then the boat may be returned to any authorized Smoker Craft Inc. dealer in the EU, at the owner's expense. Information relating to authorized EU dealers may be obtained by contacting Smoker Craft Inc. at 574-831-2103.
- 8. CHOICE OF LAW; JURISDICTION AND VENUE. This warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the State of Indiana without reference to the choice of law or conflict of law principles thereof, and all claims relating to or arising out of this warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the State of Indiana without reference to the choice of law or conflict of law principles thereof. To the extent any action is permitted in a court of competent jurisdiction, such action shall take place in the state or federal courts sitting in Elkhart County, Indiana, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by Indiana law.
- 9. The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of Smoker Craft Inc. boat may not be modified, altered, or waived by any action, inaction or representations, whether oral or in writing, except upon the express, written authority of an executive management employee of Smoker Craft Inc.
- 10. Smoker Craft Inc. reserves the right to make changes in or additions to the boats built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to boats previously built or sold.
- 11. Smoker Craft Inc. and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain boats or boat populations, at the sole discretion of Smoker Craft Inc. The fact that Smoker Craft Inc. has provided such measures to a particular boat or boat population in no way obligates Smoker Craft Inc. to provide similar accommodations to other owners of similar boats.
- 12. Smoker Craft Inc. cannot guarantee replacement part availability. If a replacement is needed under warranty but is no longer available, Smoker Craft Inc. will replace the warranted part(s) with the closest match to the product available in our line.

#### Owner Obligations

To obtain warranty service, the consumer must return the boat, together with proof of original purchase to their authorized Smoker Craft, Inc. dealer. If the selling dealer is unavailable, or unable to accomplish the repairs, additional service center choices can be obtained by using <a href="mailto:thebestboatbrands.com">thebestboatbrands.com</a> website dealer locator for your brand, to find other dealers in your area. All warranty work must be performed by an authorized Smoker Craft Inc. dealer unless authorized in writing. Certain warranty repairs require special training and equipment, so not all dealers are authorized to perform all warranty repairs. Depending on the warranty repair needed, the boat may need to be taken to another authorized dealer or returned to Smoker Craft Inc. Smoker Craft Inc. 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 Smoker Craft Inc. an opportunity to resolve the matter. The owner must notify Smoker Craft Inc. of any boat being repaired by an authorized Smoker Craft Inc. dealer which has been at the dealership for more than (30) days, or of any claimed defect which was not corrected after one repair attempt.

The consumer must pay for related transportation charges and/or travel time to and from an authorized service center, and any copayments or deductibles assigned by component manufacturers. All haul-out launching, de-rig/re-rig, phone, rental, inconvenience, loss of time/income, motel accommodations, meals or other expenses incurred by the consumer are not covered by warranty.

#### Warranty Procedures

Warranty registrations are to be submitted by your dealer within 30 days of the boat sale. Proof of purchase or bill of sale may be required on non-current registrations.

# Repair Boat Return Procedures

Should a boat be required to return to the factory for repair, please note the following requirements:

- Your Smoker Craft, Inc. dealer will submit a Boat Return Request detailing all problems for review and will attach appropriate interior and exterior photographs to said request.
- All transportation costs to and from the authorized service center or factory; all haul-out, launching and rigging costs will be at the expense of the owner.
- Please remove all personal property. Smoker Craft, Inc. shall not be responsible for any personal items left in the boat at the time of factory return.
- Do not ship boats back with mooring or playpen covers installed.
- Remove all fuel from boats being returned for repair.
- Please disconnect batteries prior to returning for repair.
- Any boat returned to the factory between October 1<sup>st</sup> and May 1<sup>st</sup> must be winterized.
- Your Smoker Craft, Inc. dealer is to take the additional necessary steps to protect your boat during transport including but not limited to the application of protective tape or wrap, shrink wrapping, strategic placement of gap wedges.

#### Transferability

The lifetime coverage of Limited Lifetime Structural Hull Warranty extends only to the first retail purchaser and is <u>not</u> transferable. The Limited Structural Hull Warranty or Pontoon deck/tubes/transom warranty may be transferred by the first retail purchaser once to a second retail purchaser, but upon transfer, it will expire ten (10) years from the date of original purchase by the first retail purchaser, as reflected in Smoker Craft Inc. records. The Limited Six Year Parts and Components Warranty may be transferred by the first retail purchaser once to a second retail purchaser. To activate a transfer under this Limited Warranty, the second retail purchaser must fill out the warranty transfer request form within thirty (30) days of the purchase of the boat. A transfer fee of \$500 USD will apply to the new boat owner. Smoker Craft, Inc. reserves the right to reject any warranty transfer request, including those for a boat that has been damaged, neglected, or otherwise previously excluded from warranty. There will be no cosmetic items, no damaged items and no wear items covered.