



THE MARINE GROUP, LLC LIMITED WARRANTY
(Model Year 2021 and Newer)

LIMITED WARRANTY COVERAGE

- **WHO IS COVERED:** The Marine Group, LLC ("TMG") provides this Limited Warranty to the first retail owner of a new TMG pontoon boat ("Boat"), model year 2021 or newer, when purchased from an authorized TMG independent dealer and operated under normal, non-commercial use for its intended purpose of recreational boating. This Limited Warranty begins on the date of the first retail owner's purchase from an authorized TMG independent dealer. Subject to the terms of this Limited Warranty, TMG provides the balance of this Limited Warranty to a second retail owner of the Boat, model year 2021 or newer, provided that the second retail owner submits notice of his or her name(s), address, telephone number(s), and written proof of purchase to TMG in writing at the address below within 30 days of purchase from the first retail owner of the Boat and operates the Boat under normal, non-commercial use for its intended purpose of recreational boating. This Limited Warranty for the second retail owner begins on the date that the first retail owner purchased the Boat from an authorized TMG independent dealer – the Limited Warranty periods DO NOT begin on the second retail purchaser's date of purchase. NO LIMITED WARRANTY SHALL BE PROVIDED to the second retail owner should the second retail owner fail to comply with the notice provision in this paragraph.
- **WHAT IS COVERED:** This Limited Warranty provides coverage for certain defects in workmanship and materials attributable to TMG's manufacture and assembly of the Boat. This coverage applies only to those items and portions of the Boat not excluded under the "WHAT IS NOT COVERED" section or by the express terms of this Limited Warranty. **NO WARRANTIES ARE PROVIDED FOR BOATS SOLD OUTSIDE THE UNITED STATES AND CANADA.**
- **NOT A FUTURE PERFORMANCE WARRANTY:** **THIS LIMITED WARRANTY DOES NOT PROMISE OR EXTEND TO FUTURE PERFORMANCE AND DOES NOT MAKE A REPRESENTATION AS TO HOW THIS BOAT WILL PERFORM IN THE FUTURE. THE LIMITED WARRANTY ONLY REPRESENTS WHAT THE REMEDY WILL BE IF A DEFECT EXISTS.** There is no warranty, of any nature, beyond what is contained in this Limited Warranty. No person has authority to enlarge, amend, or modify this Limited Warranty. Repairs will not extend the warranty coverage or period in which you may enforce an action, unless prohibited by law. This Boat has been sold to an independent authorized dealer of TMG. The dealer is NOT an agent of TMG. TMG is not bound by any representation or warranty made by the dealer or between the dealer and the retail purchaser. TMG SHALL NOT BE HELD TO BE A PARTY TO ANY AFTERMARKET AND/OR THIRD-PARTY SERVICE CONTRACT OR WARRANTY.
- **LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES:** **THIS LIMITED WARRANTY IS IN PLACE OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS, IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET**

FORTH IN THIS LIMITED WARRANTY. (NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

- **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** TMG SHALL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM ANY DEFECT IN THE BOAT. THE DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS LIMITED WARRANTY DOES NOT COVER ANY LOSS OF USE OF THE BOAT. (NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.)

LIMITED WARRANTY PERIODS

- **FIVE-YEAR LIMITED WARRANTY – FIRST AND SECOND RETAIL PURCHASER**

- **LIMITED CANVAS WARRANTY**

For the first and second retail purchaser, for a period of FIVE (5) YEARS beginning from the date of purchase by the first retail purchaser when purchased from a TMG independent dealer, this Limited Warranty covers defects in the canvas material for the Bimini Cover and Boat cover, if equipped, supplied by and attributable to TMG. Coverage SHALL NOT include damage caused by rips, tears, snags, unraveling, environmental issues (mold, mildew, etc.), harsh chemical cleaners and other abuse, and those items identified in the "WHAT IS NOT COVERED" section of this Limited Warranty.

- **LIMITED VINYL UPHOLSTERY WARRANTY**

For the first and second retail purchaser, for a period of FIVE (5) YEARS beginning from the date of purchase by the first retail purchaser when purchased from a TMG independent dealer, this Limited Warranty covers defects in the vinyl upholstery supplied by and attributable to TMG. Coverage shall not include damage to vinyl fabric caused by rips, tears, snags, stains, unraveling, overexposure to the sun due to improperly covering the Boat, environmental issues (mold, mildew, etc.), use of prohibited chemicals, or items listed in the "WHAT IS NOT COVERED" section of this Limited Warranty. Please refer to the vinyl care guide for more information on prohibited chemicals.

- **LIMITED FLOOR COVERING WARRANTY**

For the first and second retail purchaser, for a period of FIVE (5) YEARS beginning from the date of purchase by the first retail purchaser when purchased from a TMG independent dealer, subject to inspection and approval by a representative of TMG, this Limited Warranty covers defects in the floor covering material supplied by and attributable to TMG. Floor covering of comparable value and color may be provided under this Limited Warranty if the original flooring is no longer available. Coverage shall not include damage caused by rips, tears, snags, stains, unraveling, overexposure to the sun as a result of improperly covering the Boat, other owner abuse, or those items listed in the "WHAT IS NOT COVERED" section of this Limited Warranty.

- **LIMITED LIFETIME STRUCTURAL WARRANTY PERIOD – FIRST RETAIL PURCHASER**

- For the first retail purchaser, for the life of the Boat, beginning on the date of purchase by the first retail purchaser when purchased from a TMG independent dealer, this Limited Warranty covers defects in the following structures of the Boat that are supplied by and attributable to TMG:

Main welded seams
Pontoon assembly

Motor mount
Deck risers

- This structural Limited Warranty provides coverage for the costs of parts and labor to correct certain defects in materials and/or workmanship attributable to TMG when used under normal, non-commercial use conditions for the lifetime of the Boat, beginning on the date of purchase by the first retail purchaser when purchased from a TMG independent dealer. This coverage is subject to the "WHAT IS NOT COVERED" section of this Limited Warranty.

- **LIMITED TEN (10) YEAR STRUCTURAL WARRANTY PERIOD – SECOND RETAIL PURCHASER**

- For the second retail purchaser, for a period of TEN (10) YEARS, beginning on the date of purchase by the first retail purchaser when purchased from a TMG independent dealer, this Limited Warranty covers defects in the following structures of the Boat that are supplied by and attributable to TMG:

Main welded seams	Motor mount
Pontoon assembly	Deck risers

- This structural Limited Warranty provides coverage for the costs of parts and labor to correct certain defects in materials and/or workmanship attributable to TMG when used under normal, non-commercial use conditions for a period of TEN (10) YEARS, beginning on the date of purchase by the first retail purchaser when purchased from a TMG independent dealer. This coverage is subject to the "WHAT IS NOT COVERED" section of this Limited Warranty.

- **LIMITED LIFETIME PLYWOOD DECKING WARRANTY – FIRST RETAIL PURCHASER**

- For the first retail purchaser, for the life of the Boat, beginning on the date of purchase by the first retail purchaser when purchased from a TMG independent dealer, TMG will, at its discretion, repair or replace any plywood decking components, which are defective in material and/or workmanship, free of charge for materials and labor, subject to the "Exclusions from Coverage" sections listed in this Limited Warranty.

- **LIMITED TEN (10) YEAR PLYWOOD DECKING WARRANTY – SECOND RETAIL PURCHASER**

- For the second retail purchaser, for a period of TEN (10) YEARS, beginning on the date of purchase by the first retail purchaser when purchased from a TMG independent dealer, TMG will, at its discretion, repair or replace any plywood decking components, which are defective in material and/or workmanship, free of charge for materials and labor, subject to the "Exclusions from Coverage" sections listed in this Limited Warranty.

- **COMPONENT PART WARRANTIES – FIRST AND SECOND RETAIL PURCHASER**

- Applicable component manufacturer warranties may be found in the owner's packet or by contacting the dealer from which the Boat was purchased.

- Component warranties will follow the component manufacturer warranty period under this warranty, but may be administered through your authorized dealer and/or TMG. Any components not covered by a specific component manufacturer's warranty will be covered by TMG for FIVE (5) years. Please contact your authorized dealer for information on non-Mistry Harbor warranties. The terms of this Limited Warranty are not altered in any way by TMG or its authorized dealer administering the separate component part warranties.

- **REMEDY PROVIDED UNDER TMG'S LIMITED WARRANTY**

- **REPAIR REMEDY:** TMG's SOLE OBLIGATION under this Limited Warranty is to repair any covered defect if discovered within the applicable Limited Warranty Period and not excluded under the terms of this Limited Warranty. If the authorized TMG dealer does not adequately repair the Boat, the owner must then contact TMG IN WRITING and advise it of any defect, including a list of the defect(s), and provide TMG (not the authorized dealer) an opportunity to repair the Boat. TMG may require the owner to deliver the Boat to another authorized TMG dealer or its factory facilities. Refusal to allow TMG an opportunity to repair the Boat will void warranty coverage for the identified defect(s).
- **GOODWILL REPAIRS:** Performance of repairs on portions of the Boat included in "WHAT IS NOT COVERED" or after expiration of the Limited Warranty Period shall be considered "Goodwill" repairs. TMG is not obligated to perform Goodwill repairs and performance of Goodwill repairs shall not alter the express terms of the TMG Limited Warranty.
- **EXHAUSTION OF REMEDY AND LEGAL ACTION: OWNER MUST PERMIT TMG THE OPPORTUNITY TO REPAIR THE BOAT AND THE REPAIR REMEDY MUST FAIL ITS ESSENTIAL PURPOSE BEFORE OWNER MAY INITIATE ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.**

- **OWNER'S RESPONSIBILITIES**

- **WARRANTY REGISTRATION:** The TMG warranty registration form is to be completed by the owner and the selling dealer at the time of purchase and submitted to TMG's warranty department within 30 days after the purchase. In doing so, it will (a) aid TMG in contacting you quickly should the need arise to advise you of any safety notifications and (b) expedite your receipt of warranty services should they arise.
- **MAINTENANCE:** Owner must perform proper maintenance and cleaning of the Boat and its components. Failure of any product or component caused by improper cleaning procedures, negligence, or faulty maintenance procedures is expressly excluded from this Limited Warranty.
- **SERVICE:** Owner must use an authorized TMG dealer to obtain warranty services. Authorized TMG dealers can be located on the TMG website: www.mistryharborboats.com under the Dealer Locator tab.
 - For difficulty obtaining warranty service, please contact TMG's customer service department at **PO Box 579, Bristol, Indiana 4650, PH: (855) VIAGGIO (842-4446) or (574) 622-0490 (Local).**
 - **PLEASE NOTE:** Authorized Dealers are independently owned and TMG has no control over the scheduling of repairs at their facilities, so you may encounter delays. Owner may need to 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. Owner is responsible for the expense associated with transporting the Boat to and from the repair facility.

• **WHAT IS NOT COVERED - EXCLUSIONS**

- Crazing, cracking, or fading of the gelcoat or fiberglass finishes.
- Painting or protective finishes, graphics, or aluminum, deterioration by chemical actions or damage due to electrolysis (caused by, but not limited to, such things as metal attachments to the Boat, storage, battery acid spillage, or use of improper anti-fouling paints).
- Vinyl that develops "pink stain" or damage to vinyl caused by mold/mildew stains.
- Stains to vinyl caused by exposure to pollen, leaves, suntan lotion, or failure to follow the vinyl use and care manual.
- Damage due to negligence of the owner or others, neglect (including misuse or abuse), lack of normal maintenance of the product, failure to follow instructions provided by TMG related to the use, care and maintenance of the Boat, unreasonable use, accidents, abuse, ordinary wear and tear, improper trailering, use the product for racing purposes, and exceeding horsepower rating. Without limiting cases of misuse and neglect, it is understood that the failure to operate at reduced speeds in rough water shall constitute misuse.
- Any Boat, including its components, that has been modified or altered from TMG's factory specifications and any related damage or defects.
- Any Boat that has been used for rental or commercial purposes, or operated in violation of any federal, state, coast guard, or other governmental agency laws, rules, or regulations.
- Any Boat that has been overloaded or overpowered and/or damaged due to unusual altitudes or impact.
- This Limited Warranty expressly excludes any modifications made to the Boat, including but not limited to, sea legs, and other aftermarket parts installed upon the Boat after time of manufacture.
- This Limited Warranty does not cover claims for loss of time, inconvenience, rental charges, pontoon payments, transportation/travel cost incurred to return the Boat to the dealer and/or factory for repairs, loss of use, haul out, launch, towing and storage charges, loss of damage to personal property, or other remedies not expressly provided herein.
- TMG shall not be responsible for incidental damages, distress, property damages, loss of time, use, enjoyment or revenue, service call fees, transportation costs and expenses, as well as attorneys' fees, court costs, or depreciation of value.
- Damage caused by improper trailer or mismatch of a Boat to a trailer or lift; failure to properly secure the Boat to the trailer or lift; or failure to apply proper transom and/or engine support when transporting or storing the Boat. Repairs made necessary due to inadequate trailering, trailers, improperly assembled, designed, adjusted, or maintained.
- Damage caused by vandalism, collisions, rock chips, acts of nature, including but not limited to hail, lightning, windstorms, acid rain, natural disasters, acts of terrorism or war, or normal wear and tear.
- Aspects of the Boat that are functioning normally and/or as designed, but with which you are unhappy.
- Requests for design or manufacturing modifications, including but not limited to changes, additions, or revisions to standard options, accessories or warranties, which were made on newer model Boats.
- Boats that are sold at insurance auctions or have been determined to be a total loss due to damage.
- Any component part warranty provided the manufacturer of the component.

- **LEGAL REMEDIES**

- THE LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.
- **EXHAUSTION OF REMEDIES AND LEGAL ACTION:** THE REPAIR REMEDY MUST BE EXHAUSTED AND MUST FAIL TO FULFILL ITS ESSENTIAL PURPOSE PRIOR TO INITIATING ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.

- ANY ACTION TO ENFORCE ANY PORTION OF THE LIMITED WARRANTY OR ANY IMPLIED WARRANTY OR REVOCATION OF ACCEPTANCE MUST BE COMMENCED WITHIN NINETY (90) DAY DAYS OF THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. SOME STATES DO NOT PERMIT REDUCTION OF THE STATUTE OF LIMITATIONS, SO THE LIMITATIONS MAY NOT APPLY TO YOU.
- EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO THIS LIMITED WARRANTY, AN ALLEGED BREACH OF WARRANTY, BREACH OF IMPLIED WARRANTY, OR REPRESENTATIONS OF ANY KIND MUST BE FILED IN THE COURTS WITHIN THE STATE OF INDIANA.
- ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR IMPLIED WARRANTY SHALL BE GOVERNED BY THE STATE OF INDIANA, WHETHER SUCH CLAIMS SOUND IN CONTRACT, OR TORT, OR STATUTE (INCLUDING THE STATUTE OF LIMITATIONS), WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

- **Note:** Any authorization or performance of repairs, attempt to resolve a complaint, or request for warranty service shall not constitute a waiver of TMG's rights and shall not extend the warranty coverage period or when you must commence any action to enforce a breach of warranty claim, unless prohibited by state law.

THE ABOVE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.