



Marlon Limited Boat Warranty

Marlon Recreational Products Ltd. (“Marlon”) provides the following limited warranty to the first retail purchaser of a Marlon boat, sold through an authorized Marlon dealer and operated under normal, recreational (non-commercial) use subject to the remedies, exclusions, and limitations set out in this Limited Warranty.

We invite you to register your new boat online at www.marlonproducts.com under the warranty registration section. Registration must be done within 45 days of the original purchase of your boat.

1. Seam Welds Limited Lifetime Warranty. Marlon will repair or replace any structural defect in material or workmanship in the main riveted or welded seams, located where the hull side meets the bottom chine or the transom, at the center of the hull, which is reported during the period of ownership of the first retail owner only.
2. Ten Year Monohull Boats Hull Pro-Rated Limited Warranty. Marlon will repair or replace a defect in material or workmanship in any other part of the hull not covered by paragraph 1 above, which is reported within ten (10) years of the date of delivery to the first retail customer based on the following prorated schedule.

| Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| Marlon Pays: | 100% | 100% | 80% | 70% | 60% | 50% | 40% | 30% | 20% | 10% |
| You Pay: | 0% | 0% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% |

3. Limited Warranty on Components. Marlon will repair or replace defects in material or workmanship on the factory-installed components if reported within three (3) years of the first retail purchase, if not otherwise referenced above or included in exclusions. This Limited Warranty may be transferred to a second owner for a period of three (3) years from the date of purchase by the original owner.
4. Twelve (12) month Commercial Limited Warranty. Marlon will repair or replace any structural defect in material or workmanship in the hull on Marlon Boats used commercially, in government agency use, livery service or placed in demonstration use if reported within twelve (12) months of the first retail purchase subject to the remedies, exclusions, and limitations set out in this Limited Warranty (with the exception of exclusions on commercial use). As used herein, commercial use includes but is not limited to any for-profit use. Warranty coverages for in service rental vessels will be prorated to 80% in all instances. This limited warranty provision is not transferrable.

EXCLUSIONS

1. Any boat which has been salvaged or declared a total loss or a constructive total loss for any reason not covered herein;
2. Any defect due to the negligence or misuse of others, including failure to operate or maintain the product in accordance with acceptable boating practices and operation and maintenance instructions; unreasonable use; damage; accidents, alterations, abuse, improper rigging and installation by the owner or any other person or entity not being an authorized dealer, failure to trim the boat properly while running, failure to slow speed in rough seas or high wakes, beaching and grounding the boat, exceeding horsepower rating and load capacities as indicated on capacity plates fixed to the boat by the manufacturer.
3. Defects due to racing or use of performance products placing undue stress on parts;
4. Ordinary wear and tear; derigging charges and rerigging charges;
5. Damage due to inadequate trailer support, improperly designed or improperly assembled trailer or towing by another boat; Damage caused by an improper trailer or mismatching to a trailer or lift; failure to properly secure to the trailer or lift; or failure to apply proper transom and/or engine support when transporting or storing. Damage caused by carpeted trailer bunks when used in salt water environments. Repairs made necessary due to inadequate trailering, trailers improperly assembled, designed, adjusted, or maintained.
6. Damage resulting from oxidation, galvanic, electrolytic corrosion, salt water or improper use of paints. Note that surface contaminants could cause oxidation if not removed from the vessel; therefore, owners should ensure that such contaminants are kept free from the vessel as needed;
9. Out-drive, propellers, engines or component installation requiring make-ready servicing, adjustments or assembly for delivery;
10. fuel tanks, batteries;
11. Consequential, indirect, or incidental damages, or mental distress, including but not limited to damage to property, loss of revenue, towing expenses, haul out charges, gasoline, mileage, service calls;
12. Transportation to and from the repair facility.
13. Any modifications to a Marlon Boat in design, manufacturing, standard options, accessories or warranties from previous Marlon Boats. Marlon may change the design or manufacture of a Marlon Boat without any obligation to modify previous boats.
14. Any failure or defect arising from a previous repair made by a non-authorized service provider.
15. Any item exceeding the expressed coverage limits specified in this Limited Warranty.
16. 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 foreign 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 MARLON FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Marlon 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 Marlon shall not be deemed an admission that the product is defective. Products that are replaced become the property of Marlon.

OTHER LIMITATIONS

EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN EXPRESS LIMITED WARRANTIES BY MARLON, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY MARLON ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. MARLON 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 MARLON, 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 DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS.

SOME OF THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES 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 rescission or revocation against Marlon 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 Marlon, 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.

COMPONENT WARRANTIES

Component parts not manufactured by Marlon and included under Exclusions may be individually warranted by the component manufacturer. Any assistance by Marlon 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.

OWNER'S OBLIGATIONS

Our privacy policies are available at [http: www.marlonproducts.com](http://www.marlonproducts.com) To obtain service under this Limited Warranty, contact your Marlon dealer within the applicable warranty period. The owner is responsible for the expense associated with transporting the Marlon Boat to and from the repair facility.

Please notify Marlon of any Marlon Boat being repaired by an authorized Marlon dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. Marlon must receive written notice of any remaining warranty claims prior to the expiration of this limited warranty and be allowed an opportunity to resolve the matter.

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 Marlon. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

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