



Barletta Boat Company, LLC, Limited Warranty

Limited warranty for Barletta pontoon boats sold within the United States and Canada for non-commercial, non-rental applications.

Barletta Boat Company, LLC (Barletta) warrants to the original retail owner of a 2018 model year boat, if purchased from an authorized Barletta Dealer and operated under normal, non-rental, non-commercial or government agency use, that it will replace/repair defects in material and workmanship that are reported within the applicable warranty periods, subject to certain exclusions.

LIMITED LIFETIME STRUCTURAL WARRANTY:

Barletta provides to the original retail purchaser, if warranty registered within 30 days of purchase, a Limited-Lifetime wood component and structural warranty against failures on railings, gates, channels, bimini frames, pontoon tubes or motor mounts resulting from defects in material and/or workmanship under normal non-commercial use. Barletta will, at its sole discretion, free of charge, repair or replace any wood component which fails as a result of defects in material or workmanship.

10 YEAR (5+5) BOW-TO-STERN WARRANTY:

Original retail purchaser, if warranty registered within 30 days of purchase qualifies for five (5) years of Bow-to-Stern coverage. In addition, the original purchaser can qualify for an additional five (5) years of Bow-to-Stern coverage (maximum of ten (10) years) if they register their boat through the Barletta Pontoon Boats Customer Resource Center at www.barlettapontoonboats.com. In the event of a warranty transfer, the remainder of the standard five (5) year Bow-to-Stern warranty will apply.

TRANSFERABILITY OF LIMITED LIFETIME STRUCTURAL WARRANTY

If in the event the original purchaser sells the boat, the warranty transfer must be filed with Barletta within 30 days of purchase from the original owner. The Limited-Lifetime Warranty is transferable to the second owner within 10 years from the original purchase date of the boat. Once the warranty is transferred through an authorized Barletta dealer, coverage is for a maximum of 10 years from the original purchase date.

EXCLUSIONS AND LIMITATIONS:

This warranty does not cover or include:

- Any non- Barletta product added or installed by anyone
- Loss of time, travel or transportation costs, rental charges, boat payments, in and out of water charges and damage or loss of personal property.
- Corrosion due to electrolysis, saltwater, stray- current corrosion, galvanic corrosion lack of maintenance and/or use of incorrect sacrificial anodes or saltwater corrosion to the pontoon tubes with use of a carpeted bunk style trailer. (immediately after each use in saltwater, fully wash the tubes, cross- members and boat)
- Damaged caused by misuse, abuse, improper storage, operating practices, excessive speeds for configuration or conditions, improper mooring.
- Woven floor coverings may show some slight variation in weave and can be affected by environmental conditions. Deck board seams may be slightly visible.
- Fading to the topping materials (such as mooring cover, bimini canvas and boot) due to exposure to direct sunlight, normal wear and tear. Also, any damages caused from transporting the boat with the mooring cover installed and/or the bimini top fully extended and not in the transport position with the protective boot installed.
- Fading or discoloration of anodized rails (clear or colored).
- Failure to perform routine or normal maintenance.
- Interior pinking, mold, mildew, yellow staining on interior surfaces caused by environmental conditions such as leaves, pollen, acid rain, long exposures to direct sunlight. Negligence to cover the boat when the boat is not in use.
- Damages caused by pets and animals.
- Request for manufacturing modifications or design modifications, additions, changes which were made on newer model boats.
- Commercial use, rental unit, leased unit or government use.
- Those products that provide their own limited warranties: batteries, engines, propellers, pontoon protection coatings/ applications/ polishes, trailers and trailer accessories.
- Fading of dash panels from exposure to direct sunlight for long periods of time When necessary, Barletta will substitute parts of compatible function or value.

...continued on page 2

OWNER'S RESPONSIBILITY:

- The original owner is required to warranty register this product within 30 days of delivery with an authorized Barletta dealer. Failure to warranty register within 30 days of delivery will limit the Limited-Lifetime Wood Decking & Structural warranty to ten (10) years from original date of purchase, and the 10 Year (5+5) Bow-to-Stern warranty to the standard five (5) year Bow-to-Stern warranty.
- Proper boat registration in compliance with state and federal regulations and the purchase of insurance.
- In case of ownership transfer, the original owner must file and submit the transfer ownership form that is obtained from an authorized Barletta dealer.
- Proper cleaning and maintenance of Barletta products and components is the sole responsibility of the owner. Failure of any product or component caused by improper cleaning procedures, negligence or faulty maintenance procedures is expressly excluded from the warranty.
- The owner shall be responsible for all transportation costs to and from an authorized Barletta dealer or dealer appointed by Barletta.

WARRANTY POLICY:

- Warranty registration must be filed with Barletta within 30 days of purchase.
- To obtain service under this Limited Warranty, contact your authorized Barletta dealer within the applicable warranty period. Please notify Barletta of any unit being repaired by an authorized Barletta dealer which has been at the dealership for fifteen days, or of any claimed defect which is not corrected after one repair attempt. Barletta 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. Send correspondence to: Barletta Boat Company 51687 Co Rd 133 Bristol, IN 46507.

LIMITS OF THE WARRANTY

This written statement of limited warranty represents the entire warranty authorized and offered by Barletta which, pursuant to the terms of this limited warranty, is limited to repair or at the option of Barletta, replacement of parts or equipment that are determined by Barletta to be defective under the terms of this warranty. **TO THE GREATEST EXTENT PERMITTED BY LAW ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR A SPECIFIC PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.** There are no warranties or representations beyond those expressed in this written document. This limited warranty cannot be amended by any dealership, salesperson or agent. No warranties are made on products sold outside the continental United States or Canada. **BARLETTA SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR ANY OTHER DIRECT OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF TIME, BOAT PAYMENTS, INTEREST, STORAGE AND SLIP FEES, INSURANCE, POSTAGE, AFTERMARKET GOODS, DEPRECIATION OF VALUE DUE TO AGE OR REPAIRS CONDUCTED OR NEEDED, COURT COSTS AND EXPENSES, ATTORNEY FEES, OR INJURY TO PERSON OR PROPERTY. SOME STATES DO NOT ALLOW ONE OR MORE OF THESE LIMITATIONS, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOUR SPECIFIC SITUATION.**

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.

DISPUTE RESOLUTION

Should you be unable to resolve a disagreement with your service facility regarding warranty coverage for a needed repair, contact the Barletta Customer Service Department, 51687 County Road 133, Bristol, IN 46507. Our customer service team will work with you and your dealer to complete needed repairs. If a dispute about warranty service arises between Barletta and you, the owner, a disagreement can be resolved in accordance with customary arbitration procedures agreed upon by both parties. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Barletta and Barletta fails to abide by the ruling. The expenses of this arbitration will be paid by the party against whom the arbitrator(s) rule.

STATE and FEDERAL WARRANTY ENFORCEMENT LAWS

This warranty gives you specific legal rights. You may also have other rights which vary from state to state. Some states may have laws which permit owners to obtain a replacement unit or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, Barletta requires that you first provide us with written notification of any service difficulty you have experienced with the Barletta pontoon so that we have an opportunity to make any needed repairs, before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Barletta Customer Service Department, 51687 County Road 133, Bristol, IN 46507. Always include your Hull Identification Number, found on the motor mount, right side, of the pontoon boat. To the extent any provisions of this limited warranty are inconsistent or deemed unenforceable with (or under) State or Federal laws, only those parts shall be deemed to be voided or limited to the extent required to comply with the law at issue.

FEDERAL COMPLIANCE

The terms of the warrantors undertaking expressed in this limited warranty are drafted to comply with the Magnuson Moss Warranty Legislation, P.L. 93-637 of 1974, and other applicable law. Any warranty provisions promulgated by the Federal Trade Commission pursuant to rules or any other law relative thereto are expressly incorporated herein.