

**.TRITON BOAT COMPANY
FIBERGLASS BOAT EXPRESS LIMITED WARRANTY**

Triton Boat Company, L.P. ("Triton") warrants to the first retail owner of its 2006 model year fiberglass boats, if purchased from an authorized Triton Dealer, and operated under normal, non-commercial use ("Triton Boat"), that it will repair or replace defects in material or workmanship that are reported within the applicable warranty periods, subject to the excluded items contained in the "WHAT IS NOT COVERED" section set forth below and other limitations set out in this Limited Warranty.

After the first year from the date of delivery to the original owner, there is a \$50.00 service charge payable to the Triton authorized dealer for each service appointment relating to any repairs or replacement covered under this Limited Warranty. There is no charge for service appointments solely for any rework from previous service.

1. Limited Structural Hull Warranty to Original Retail Owner. Triton warrants to the first retail owner that it will repair or replace, at its sole discretion, any defect in material or workmanship in the Triton Boat that is determined to be a "Structural Hull Defect," reported during the period of ownership of the original retail owner. The "Hull" shall mean the single fiberglass molded shell and integral structure within that shell, including stringers, floorboards, transom and related structural reinforcements, all of which are below the hull flange (i.e. gunwale). A "Structural Hull Defect" shall mean a substantial defect in the fiberglass boat's Hull which causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.
2. Limited Structural Hull Warranty to Second Retail Owner. Upon the second owner's receipt of an approved product registration card from Triton, Triton will repair or replace at its sole discretion any Structural Hull Defect on the Triton Boat reported within ten (10) years of the date of the first retail purchase subject to all limitations set out in this Limited Warranty and the *Registration & Transferability* paragraph below.
3. Limited Warranty on Specific Components. If reported within three (3) years from the date of the first retail sale, Triton will repair or replace, at its sole discretion, the part or parts found to be defective in material or workmanship on the following factory-installed components: a) boat wiring harness and switches; (b) the following Beede or Teleflex Brands instrumentation: tachometer, speedometer, trim gauge, volt gauge, fuel gauge, water pressure gauge or surface temperature gauge (c) fuel tanks; (d) deck hardware; (e) boat lights, aerators, bilge pumps, hoses, clamps and fittings; (f) steering head and cables; and (g) Lowrance sonar or GPS units.

Sole Remedy: In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the owner's boat as of the date of the owner's claim. **THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS 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 TRITON FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE.** The terms and conditions contained herein 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 a management level employee of Triton.

Statute of Limitations: Any action for rescission or revocation against Triton shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action.

Other Limitations: EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN EXPRESS LIMITED WARRANTIES BY TRITON, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY TRITON ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. TRITON 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 REQUIRED BY LAW ANY IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED FOR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW NEITHER TRITON, 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, SO 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.

RETAIL CUSTOMERS IN THE EUROPEAN UNION (EU) MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. THE RETAIL CUSTOMER'S LEGAL RIGHTS UNDER ANY APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS SHALL NOT BE AFFECTED.

What Is Not Covered. This Warranty does not apply to any Triton Boat, which has been salvaged or declared a total loss or constructive total loss for any reason not covered in this Limited Warranty. This warranty also does not apply to the following items:

1. Window damage/breakage or deterioration of the boat's surface finishes, including cracking, crazing, stars, chalking, blistering, discoloration or fading, wood finishes (varnishes, stains and paints), fabrics, vinyl, plastics, plated or painted metal and stainless steel finishes, anti-fouling bottom paint;
2. Damage, tearing, fading, shrinkage, or deterioration of carpet, upholstery, exterior canvas tops, enclosures, and weather covers (including rainwater leakage) or to other soft goods;
3. Any Triton Boat, which has been used for racing or use of the boat for any speed or endurance contest. Use of the boat for racing or any speed or endurance contest is misuse of the boat and will result in cancellation of the warranty;
4. Any damage caused by accident or resulting from alterations, abuse, commercial use, misuse, or negligence of any owner of a Triton Boat. Any Triton Boat powered or loaded in excess of maximum limits as stated on the U.S. Coast Guard Capacity Plate in each boat constitutes misuse and will result in cancellation of the warranty;
5. Damage from failure to perform routine periodic maintenance to the Triton Boat according to Triton's recommendations;
6. Damage caused by an improper trailer or mismatching of a Triton Boat to a trailer, failure to properly secure the boat to the trailer, or failure to use a lower unit support device when transporting the boat;
7. Any transportation, haul out, loading or other expenses incurred in returning the Triton Boat for warranty service;
8. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics; and
9. Any failure or defect arising from a previous repair made by a non-authorized service provider, unless preapproved by Triton.
10. Any Triton Boat with the first retail sale made by a party other than an authorized Triton dealer;
11. Any failure or defect caused by an act of nature resulting in damage, cost, or expense;
12. Any modifications to a Triton Boat based on design or manufacturing changes, or standard options, accessories or warranties added, improved, or revised from previous Triton Boats. Triton reserves the right to change or improve the design or manufacture of Triton Boats without any obligation to modify previous boats.
13. Structural welds in T-top or Hardtop tubular frames that have been modified or forced to bear excessive weight.
14. The following components may provide their own Limited Warranties to a retail customer, which would be included with owner's information at the time of sale; however, these components are not covered under this Limited Warranty unless specifically referenced under the *Limited Warranty on Specific Components* a) Engines, outdrives, controls, propellers, trolling motors; b) Navigation equipment and electronics; c) batteries and battery chargers; d) radio, stereos, CD or tape players; e) trailers and trailer accessories. Triton and its authorized dealers may in their sole discretion assist Triton owners with the administration of component part warranties, however, any assistance shall not constitute an adoption of the warranty responsibilities of the component manufacturer.

Owner's Obligations:

To obtain service under this Limited Warranty, contact your Triton dealer within the applicable warranty period. The owner is responsible for the expense associated with transporting the boat to and from the repair facility. Please notify Triton of any Triton Boat being repaired by an authorized Triton dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. Triton 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.

Registration & Transferability: Please submit the product registration card within 30 days of delivery of the boat in order to activate warranty coverage. The unexpired term of the three (3) year Limited Specific Components Warranty and the ten (10) year Limited Structural Hull Warranty may be transferred to a second owner within five (5) years of the original retail purchase, except this limited warranty will not transfer on any Triton Boat which has been salvaged and resold after declaration of a total loss or a constructive total loss, i.e. the cost of repair exceeds the value of the boat. The transferred Limited Warranty will become effective after the second owner has completed a warranty transfer form, submitted a \$100.00 processing fee to an authorized Triton dealer, and received a completed warranty registration card from Triton. Triton reserves the right to reject any warranty transfer request for a boat that has been damaged, neglected, or otherwise previously excluded from its limited warranty.

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