

TRITON™ BOAT COMPANY, L.P.
2005 FIBERGLASS BOAT LIMITED WARRANTY and CUSTOMER AGREEMENT

THE FOLLOWING EXPRESS WRITTEN WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED. TRITON BOAT COMPANY, L.P. (THE "COMPANY") DOES HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND DISCLAIMS ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE, OWNERSHIP, TRANSPORTATION OR SERVICE OF THE COMPANY'S PRODUCTS.

Triton™ Boat Company, L.P. warrants that each of its fiberglass Triton™ Boats will be free from defects in material and workmanship under normal operating conditions. The Company will repair or replace parts covered under this warranty that are found to be defective in original material or workmanship which shall be the Company's sole obligation with respect to defective parts or products.

This warranty is extended to the original retail purchaser and only applies to boats sold through an authorized Company Dealer. This warranty will become effective upon receipt of a properly completed warranty registration card by the Company at its main office. This warranty may be transferred to second owner for any remaining warranty term through an authorized Company Dealer for a \$100.00 charge. Such a transfer requires that a completed warranty transfer form along with the transfer fee be returned to the Company. Any transfer must occur within the first five (5) years following the original retail sale.

Note: For any service sought pursuant to this limited warranty after the first year of this limited warranty, the owner must pay a deductible of \$50.00 per claim to the servicing dealer for the performance of the warranty service.

The following items are structurally warranted to the original owner for the lifetime of the boat. These items are also warranted to a transfer owner for a period of ten (10) years from the original date of sale to the first original owner: (1) hull (2) stringers (3) transom.

The following factory installed items are covered for a warranty term of three (3) years: (1) instrumentation (2) boat wiring harness and switches (3) fuel tanks (4) deck hardware (5) all boat lights, aerators, bilge pumps, hoses, clamps and fittings (6) steering head and cables (7) surface temperature gauges and depth finders.

THE FOLLOWING ITEMS ARE NOT COVERED UNDER THIS LIMITED WARRANTY:

1. Engines, outdrives, controls, propellers, trolling motors or other equipment or accessories manufactured by other companies which provide their own individual warranties.
2. Windshield breakage.
3. Damage, failure or other problems with the boat's finish such as cracks, craze, stars, chalking, blistering or fading in color.
4. Damage to or failure of (such as tears or fading) upholstery, carpet and any other soft goods.
5. Installation of engines or other accessories not performed by the Company.
6. Removal and/or derigging of engines or accessories.
7. Any damage caused by accident or resulting from alterations, abuse, commercial use, misuse or negligence of any Company product. Use of a Triton™ Boat powered or loaded in excess of maximum limits as stated on the U.S. Coast Guard Capacity Plate in each boat, is misuse and will result in cancellation of any warranty.
8. Damages resulting from racing or use of the boat for 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 any warranty.
9. Damages resulting from failure to perform routine periodic maintenance to the Company Products in accordance with the Company's recommendations.
10. Damages caused by improper trailer or mismatching of a boat to a trailer, failure to properly secure a boat to trailer, or failure to use a lower unit support device when trailering.
11. Transportation to and from the Dealer or factory for warranty repair, including towing expenses, haul out expense, loading or crane expense. It is the **OWNER'S** responsibility to provide transportation of the boat both to service location and its return after repairs are completed.

The following items are not warranted by the Company in any way although the customer may be entitled to certain warranties from the respective manufacturers of such items: engine, engine controls and harness, trolling motors, instruments, battery chargers, navigation equipment, batteries, trailers and trailer accessories, electronics/depth finders, radios/stereos (the "Component Parts"). Customer agrees and acknowledges that the Component Parts are not manufactured by the Company and any and all claims regarding the Component Parts must be made directly against the manufacturers of such Component Parts. Further, Customer does hereby hold harmless and indemnify the Company as to any claim, loss or expense, including reasonable attorneys' fees, asserted against or incurred by the Company, relating to a defect, failure or other warranty claim regarding any Component Parts, whether such matters are asserted by Customer, the manufacturer or any such Component Part, or any other party.

WARRANTY CLAIMS PROCEDURE:

1. Owner must return boat to the selling Dealer who has the primary responsibility to perform warranty repairs. If selling Dealer is no longer in business or if owner is relocated from the selling area, owner may take it to any authorized Triton™ Boat Dealer.
2. The owner must present boat registration card or original sales receipt to establish that the boat is still in warranty.
3. Authorized personnel of the Dealer will inspect the boat to determine if in their opinion a warrantable defect exists. If it appears that the problem is within the terms of this warranty, the Company will repair or have repaired all defective parts found to be under warranty. Any repairs performed by Dealer must receive prior written authorization from the Company.
4. Customer must sign a warranty form verifying the completion of any warranty work.
5. All warranty claims, questions, and repairs will be submitted and processed through an authorized Triton™ Boat Dealer.

The Company may modify, improve, or discontinue the design, specifications or models with respect to any Triton Boat at any time and will not be obligated to make any such changes in any boats previously manufactured. All terms of this Warranty are severable and the invalidity or unenforceability of any portion hereof shall not affect the validity or enforceability of the remaining provisions of this Warranty.

By signing below, Customer agrees to and accepts the foregoing terms of the Company's Limited Warranty and agrees that this Limited Warranty and Customer Agreement sets forth all the terms and conditions governing the Company's obligations regarding warranty of the Company's products. Further, Customer agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the appropriate court of competent jurisdiction only in Cheatham County, Tennessee or Davidson County, Tennessee.

CUSTOMER SIGNATURE

DEALER SIGNATURE

TRITON FIBERGLASS WARRANTY REGISTRATION

CUSTOMER NAME LAST

FIRST

MIDDLE INITIAL

CUSTOMER ADDRESS

STREET

CITY

STATE

ZIP

() _____
CUSTOMER HOME PHONE

() _____
WORK PHONE

() _____
FAX NUMBER

INTERNET ADDRESS

BOAT MODEL _____

DATE OF SALE _____

BOAT SERIAL NUMBER TJZ _____

PREVIOUS BOAT BRAND OWNED

PREVIOUS ENGINE BRAND

HP

CUSTOMER SIGNATURE

DEALERSHIP NAME

DEALER SIGNATURE

