

TRITON® BOATS, LLC
2011 LIMITED WARRANTY - INTERNATIONAL

Triton Boats, LLC ("Triton") warrants to you, the first retail owner of this 2011 model year fiberglass boat, 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 to Triton or an authorized Triton dealer within the applicable warranty periods set forth below, subject to the remedies, exclusions and limitations set out in this Limited Warranty. Warranty Coverage is applicable only to products purchased from factory authorized Triton dealers. Your acceptance of delivery of the warranted Triton boat constitutes your acceptance of the terms of this Limited Warranty.

There are no warranties other than those contained herein, unless otherwise required under applicable law. For boats sold in EC member states, the Owner has legal rights under applicable national legislation and the Consumers Protective Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 governing the sale of consumer goods, and those rights are not affected by this Limited Warranty; any claim that the boat was nonconforming at the time of delivery must be made within two (2) years from the date of delivery.

To the fullest extent allowed by applicable law, all implied warranties (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) are disclaimed and excluded. **Triton makes no recommendation of the boat for a unique or particular purpose.** If any implied warranty of merchantable quality or fitness is required under local law, all remedies shall be subject to the terms and conditions set forth herein to the fullest extent allowed under applicable law. If applicable law does not allow the exclusion or disclaimer of certain implied or statutory warranties or remedies, then any such implied warranties and remedies shall be limited in duration and scope to the minimum allowed under applicable law.

After the first year from the date of delivery to the first retail owner, there is a \$50.00 service charge payable to the authorized Triton 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. Lifetime Structural Hull Limited Warranty to First Retail Owner. Triton warrants to the first retail owner that it will repair or replace, at its sole discretion, any defect in fiberglass material or workmanship in the Triton Boat that is determined to be a "Structural Hull Defect," reported during the period of ownership of the first 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. Ten-Year Structural Hull Limited Warranty to Second Retail Owner. If the second retail owner purchases the boat within five (5) years of the first retail purchase, Triton will repair or replace at its sole discretion any fiberglass defect in material or workmanship in the Triton Boat that is determined to be a Structural Hull Defect, if 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. Three-Year 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) certain instrumentation: tachometer, speedometer, trim gauge, volt gauge, fuel gauge, or water pressure gauge; (c) fuel tanks; (d) deck hardware; (e) boat lights, aerators, bilge pumps, hoses, clamps and fittings; and (f) steering head and cables.

The applicable warranty period(s) run from the date of delivery to the first retail owner provided that the boat is delivered within twelve (12) months from the date of manufacturer. For boats delivered more than twelve (12) months after the date of manufacturer, coverage will run from the date of manufacture and the first retail owner will be entitled to the coverage remaining under the warranty period(s). All warranties run concurrently.

This warranty extends only to the first retail owner, but certain limited coverage remaining under the warranty period(s) may be transferred by an authorized Triton dealer to a second owner of a used Triton boat who buys it for personal use from a factory authorized Triton dealer or from the first retail purchase for a \$100 (US) fee. The transfer must occur within five (5) years of the original first retail purchase. The transfer fee must be paid within 15 days of the purchase of the used boat to transfer the warranty. Proof of purchase date is required. The warranty may only be transferred **once**. See item 2 above for further details.

Sole Remedy: Your **sole and exclusive remedy** under this express warranty is the repair or replacement, at Triton's sole option, of parts and components covered by this warranty, and **does not include incidental or consequential damages**, which are specifically **DISCLAIMED AND EXCLUDED** from warranty coverage. In keeping with environmental policies and practices, Triton reserves the right to utilize reconditioned, refurbished, or repaired 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 owner's boat as of the date of the owner's claim. 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.

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.** There are no warranties which extend beyond the description on the face hereof.

Exclusions. 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. A boat including its components that has been altered or modified so as to adversely affect its operation, performance or durability.
2. Any damage resulting from an impact with another object; any failure or defect caused by an act of nature resulting in damage, cost or expense.
3. Window damage/breakage/leakage around windshields, hatches or other designed openings.

4. Deterioration of the boat's Gelcoat finishes including blistering, chalking, cracking, crazing, discoloration, fading, or stars; wood finishes (varnish, stains and paints); fabric, vinyl, plastics, plated or painted metal and stainless steel finishes; and anti-fouling bottom paint.
5. Damage, deterioration, fading, fraying, tearing or shrinkage of carpet, upholstery, exterior canvas tops, enclosures, and weather covers (including rainwater leakage) or to other soft goods.
6. A boat powered or loaded in excess of maximum limits as stated on the U.S. Coast Guard Capacity Plate, which constitutes misuse and will result in cancellation of the limited warranty.
7. Estimated characteristics such as weight, speed and fuel consumption.
8. Any boat which has been misused, used in a negligent manner, used for racing, used for any speed or endurance contest, used for rental, military, rescue, fire, safety, medical, police, law enforcement, patrol, or other similar government use, or other commercial purposes; used without normal maintenance, operated contrary to any instruction furnished by Triton, involved in an accident or operated in violation of any Federal, State, Coast Guard, or other governmental agency laws, rules or regulations.
9. Loss of time, inconvenience, boat payments, retail charges, travel expenses, loss of use, haul out, launch, towing, and storage charges, loss of or damage to personal property, or other remedies not specifically allowed.
10. Dealer preparation, cleaning, final adjustments and alignments in preparing the boat for delivery.
11. 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 devise when transporting the boat;
12. Engines, outdrives, controls, propellers, batteries and other equipment or accessories that are not manufactured by Triton, whether or not warranted by other manufacturers.
13. Any failure or defect arising from a previous repair made by a non-authorized service provider, unless preapproved by Triton.
14. Any Triton Boat with the first retail sale made by a party other than an authorized Triton dealer;
15. Any modification 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.
16. Structural welds in T-top or Hardtop tubular frames that have been modified or forced to bear excessive weight.
17. Any defect or repair requiring redesign of the Triton 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.

Repairs will only be authorized after Triton is satisfied that there is a defect in material or workmanship.

Owner's Obligations:

To obtain warranty service, you must return your boat, including any alleged defective part, to an authorized Triton dealer within the applicable warranty period to obtain warranty service. The Triton dealer will carry out the warranty procedures on the owner's behalf. All warranty work will be performed at an authorized dealer, at the Triton factory, or at another repair facility that Triton selects. The owner is responsible for the expense associated with transporting the boat to and from the repair facility. 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 15 days of delivery of the boat in order to activate warranty coverage. The unexpired term of the Three-Year Limited Warranty on Specific Components provision and the Ten-Year Structural Hull Limited Warranty to Second Retail Owner provision may be transferred to a second owner, 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.

This document contains the entire warranty given by Triton. Triton does not authorize any person or persons, including Triton dealers, to change the terms of this express limited warranty, which is Triton's only warranty. Triton reserves the right to change or improve the design or manufacturer of Triton boats without obligation to modify any boat previously manufactured.

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