

TRITON® BOATS, LLC
2012 LIMITED WARRANTY
TRITON FIBERGLASS BOATS

Triton Boats, LLC ("Triton") warrants to you, the first International retail purchaser of this 2012 model year Triton boat or a second International retail purchaser as noted below ("you"), that it will repair or replace, at its sole discretion, defects in materials or workmanship that occur and are reported to Triton, or its factory authorized dealer, within the applicable limited warranty periods, subject to the terms, conditions and exclusions ("This Limited Warranty Does Not Cover") set forth below. In no event shall any repair or replacement under this limited warranty exceed the fair market value of the purchaser's boat as of the date of the purchaser's claim. Limited 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. This limited warranty gives you specific legal rights and you may have other rights which may vary from jurisdiction to jurisdiction.

1. Structural Hull Limited Warranty. The limited warranty period runs for five (5) years and relates to any defect that is determined to be a "Structural Hull Defect." 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. Two-Year Limited Warranty on Specific Components. The limited warranty period runs for two (2) years on the following factory-installed components: (a) boat wiring harness and switches; (b) certain instrumentation: tachometer, speedometer, trim gauge, volt gauge, fuel gauge, 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 limited warranty periods runs from the date of delivery of the boat to the first International retail purchaser, provided that the boat is delivered within twenty-four (24) months from the date of manufacture. For a boat delivered more than twenty-four (24) months after the date of its manufacture, the limited warranty period will run from the date of its manufacture. All warranties run concurrently.

This limited warranty extends only to the first International retail purchaser. However, it may be transferred to a second International retail purchaser for a non-refundable recording fee of \$100(US) (made payable to Triton Boats, LLC), which must be paid within fifteen (15) days of purchase, provided the second International retail purchaser purchases the boat from the original purchaser or an authorized Triton dealer and an inspection report regarding the boat is done by an accredited marine surveyor and is provided and accepted by Triton. Proof of purchase date is required. The transfer must occur within five (5) years of the original retail sale. This limited warranty may only be transferred once. Triton reserves the right to reject a limited warranty transfer request for a Triton product that has been damaged, neglected or otherwise previously excluded from limited warranty coverage.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE EXPRESS WARRANTY FROM TRITON REGARDING YOUR 2012 TRITON BOAT. THERE ARE NO EXPRESS LIMITED WARRANTIES WHICH EXTEND BEYOND THOSE OUTLINED IN THIS LIMITED WARRANTY. TRITON 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. ALL IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED WHERE ALLOWED BY APPLICABLE LAW. RETAIL PURCHASERS IN THE EUROPEAN UNION (EU) MAY HAVE 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, WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. ANY CLAIM BY A RETAIL PURCHASER IN THE EU THAT THE BOAT WAS NONCONFORMING AT THE TIME OF DELIVERY MUST BE MADE WITHIN TWO (2) YEARS FROM THE DATE OF DELIVERY. FOR RETAIL PURCHASERS WHO ARE NOT PART OF THE EU, ANY IMPLIED WARRANTIES ARISING UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF DELIVERY OF THE BOAT TO THE FIRST INTERNATIONAL RETAIL PURCHASER AND ARE EXPRESSLY EXCLUDED AND DISCLAIMED AFTER THAT PERIOD. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS EXPRESS LIMITED WARRANTY AND ANY APPLICABLE IMPLIED WARRANTY IS THE REPAIR OR REPLACEMENT, AT TRITON'S SOLE OPTION, OF PARTS AND COMPONENTS COVERED BY THIS LIMITED WARRANTY. IT DOES NOT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. NOTE - SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY DOES NOT COVER:

1. A boat including its components that has been altered or modified so as to adversely affect its operation, performance or durability or a boat that has been salvaged, declared a total loss, or constructive total loss for any reason not covered in this limited warranty.
2. Any damage resulting from an impact with another object or any damage caused by an act of nature.
3. Damage, breakage and leakage around windshields, hatches or other designed openings.
4. Gelcoat finishes including blistering, chalking, cracking, crazing, discoloration, fading, or stars; wood finishes (varnish, stains and paints); plastics; plated or painted metal; stainless steel finishes; and anti-fouling bottom paint.
5. Damage, deterioration, fading, fraying, tearing, wearing or shrinkage of carpet, upholstery (including fabric and vinyl), exterior canvas tops, enclosures, and weather covers (including rainwater leakage) or to other soft goods.
6. A boat that has been overpowered according to the maximum recommended engine horsepower, or overloaded in excess of the maximum limits as stated on the U.S. Coast Guard Capacity Plate.
7. A boat with an engine setback that is in excess of six (6) inches on a 17 Explorer; 18 Explorer; 190SE; 220 Escape; 192 Allure; 215 Walleye or ten (10) inches on a 18SE; 18XS; 19SE, 19XS; 20SE; 20XS; 21SE, 21XS; 21HP; 220LTS; 240LTS. **Note: any Triton boat equipped with a Mercury Verado engine may not be equipped with an engine setback that is in excess of four (4) inches.**
8. Estimated characteristics such as weight, speed and fuel consumption.
9. Any boat that has been misused, used in a negligent manner; used for racing, speed or endurance contests; used for rental; used for military, rescue, fire, safety, medical, police, law enforcement, patrol, or other similar government uses; used for 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, local, Coast Guard, or other governmental agency laws, rules or regulations.
10. Loss of time; inconvenience; installment payments; insurance payments; marina fees; retail charges; travel expenses; loss of use, haul out, launch, towing and storage charges; loss of or damage to personal property or other similar costs and expenses.
11. Dealer preparation, cleaning, final adjustments and alignments in preparing the boat for delivery.
12. Damage caused by improper trailering 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.
13. Engines, outdrives, controls, propellers, batteries, trailers and other equipment, accessories or components that are not manufactured by Triton, whether or not warranted by other manufacturers.
14. Any failure or defect arising from a previous repair made by a non-authorized service provider, unless preapproved by Triton.
15. Structural welds in the T-top or Hardtop tubular frames that have been modified or forced to bear excessive weight.
16. Any defect that results in the 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.

Any legal action alleging a breach of any applicable warranty coverage must be brought within one (1) year from the date the alleged breach first occurred.

In order to activate limited warranty coverage on their boat, the first International retail purchaser must warranty register the boat through their authorized Triton dealer via Triton's online dealer extranet, within fifteen (15) days of delivery of the boat. To obtain limited warranty service, you must return your boat, including any alleged defective part, to an authorized Triton dealer within the applicable limited warranty period. Triton must receive written notice of all limited warranty claims prior to the expiration of this limited warranty and be allowed an opportunity to resolve them. The authorized Triton dealer will carry out the warranty procedures (e.g. repairs, claims submissions to Triton etc.) on the purchaser's behalf. All limited warranty work must be performed at an authorized Triton dealer, at the Triton factory, or at another repair facility that Triton selects. The purchaser is responsible for the expenses associated with transporting the boat to and from the repair facility.

After the first year from the date of delivery to the first International retail purchaser, 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 appointments. 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.

This document contains the entire limited warranty provided by Triton. Any questions concerning the scope of this warranty should be directed to Triton. The terms and conditions contained in this limited warranty may not be modified, altered or waived by any action, inaction or representation, whether oral or in writing, except upon the express, written authority of a senior management level employee of Triton. Triton does not authorize any person or persons (except a senior management level employee of Triton), including Triton dealers, to change the terms of this limited warranty. (Note that your authorized Triton dealer is an independent business, authorized to sell and service Triton products, but is not an agent of Triton.) Triton reserves the right to change or improve the design or manufacture of Triton boats without obligation to modify any boat previously manufactured.

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