



**TRITON® BOATS  
LIMITED WARRANTY  
TRITON ALUMINUM BOATS**

**NORTH AMERICAN**

Fishing Holdings, LLC dba Triton Boats ("Triton") warrants to you, the first North American retail purchaser of this Triton aluminum boat and/or trailer or a second North American 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 aluminum dealer, within the applicable limited warranty periods, subject to the terms, conditions and exclusions set forth below. Your acceptance of delivery of the warranted Triton aluminum boat and/or trailer 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 state to state.

**This limited warranty is the sole and exclusive express warranty from Triton regarding your Triton aluminum boat and/or trailer and there are no express warranties which extend beyond those outlined in this limited warranty. There are no implied warranties from Triton, unless otherwise required under applicable law, and ALL IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED WHERE ALLOWED BY APPLICABLE LAW. ANY IMPLIED WARRANTIES (IF APPLICABLE) ARE LIMITED TO THE MINIMUM PERIOD OF TIME ALLOWED UNDER APPLICABLE LAW. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.**

**Coverage Under This Limited Warranty:**

**Structural Hull Limited Warranty:**

**External Structural Hull Welds:** For the first North American retail purchaser, the limited warranty period for Structural Hull Defects (defined below) in external structural hull welds runs for the duration of their period of ownership. For the second North American retail purchaser (if applicable), if properly transferred in compliance with the transfer requirements set forth in this document, the limited warranty period for Structural Hull Defects in the external structural hull welds runs for five (5) years from the date the limited warranty period began to run for the first North American purchaser.

**Internal Structural Hull Components (stringers, ribs, bulkheads and transom):** The limited warranty period for Structural Hull Defects in the internal structural hull components runs for five (5) years.

A "Structural Hull Defect" shall mean a substantial defect in the aluminum boat hull's external welds or internal structural hull components (stringers, ribs, bulkheads or transom) which causes the aluminum boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

**Non-Structural Parts And Components Limited Warranty:**

The limited warranty period runs for two (2) years for the following non-structural parts and components:

1. Steering helm, cylinder, hoses and cables
2. Aeration pumps, valves and timers
3. Bilge pump
4. Aluminum boat electrical system
5. Seat pedestals
6. Fuel tanks
7. Deck hardware such as locks, cleats and fasteners
8. Factory installed battery charger(s)
9. Triton steel trailer (if manufactured by Triton).

The limited warranty period runs for one (1) year for the remaining non-structural parts and components.

**Exterior Cosmetic Painted Finish (Peeling or Fading) Of Aluminum Boats Limited Warranty:** The limited warranty period runs for two (2) years.

The applicable limited warranty period for both the First and Second (if applicable) North American retail purchasers runs from the date of delivery of the aluminum boat and/or trailer to the first North American retail purchaser, provided that the aluminum boat and/or trailer is delivered to that first North American retail purchaser within twenty-four (24) months from the date of its manufacture. For an aluminum boat and/or trailer delivered to that first North American retail purchaser more than twenty-four (24) months after the date of its manufacture, the limited warranty period will run from the date of its manufacture, not from the date the aluminum boat and/or trailer was delivered to that first North American retail purchaser. All limited warranties run concurrently.

This limited warranty extends only to the first North American retail purchaser. However, it may be transferred to a second North American retail purchaser for a non-refundable recording fee of \$200 (made payable to your authorized aluminum dealer), which must be paid within fifteen (15) days of the purchase, provided the second North American retail purchaser purchases the aluminum boat and/or trailer from the original purchaser or an authorized Triton aluminum dealer, and provided the transfer occurs within five (5) years of the original retail sale to the First North American retail purchaser. Proof of the purchase date is required. This limited warranty may only be transferred **once**. Triton reserves the right to reject a limited warranty transfer request for a Triton aluminum boat and/or trailer that has been damaged, neglected or otherwise previously excluded from limited warranty coverage.

**THIS LIMITED WARRANTY DOES NOT COVER:**

1. An aluminum boat and/or trailer purchased from any party other than an authorized Triton aluminum dealer or the first North American retail purchaser.
2. An aluminum boat and/or trailer, including its components, that has been altered or modified so as to adversely affect its operation, performance or durability, as determined by Triton, or an aluminum boat and/or trailer that has been salvaged, declared a total loss, or a constructive total loss, for any reason not covered in this limited warranty.
3. Any damage resulting from an accident or impact with another object or any damage caused by an act of nature.
4. Damage, breakage and leakage around windshields, hatches or other designed openings.
5. Painted (except as noted above) or gel coat finishes, including blistering, chalking, discoloration, cracking, crazing or stars; wood finishes (varnish, stains and paints); plastics; plated or painted metal; stainless steel finishes and anti-fouling bottom paint.
6. Damage (including due to rainwater leakage), deterioration, fraying, tearing, wearing or shrinkage of carpet, upholstery (including fabric and vinyl), exterior canvas, enclosures, weather covers or other soft goods.
7. An aluminum boat that has been overpowered, according to the aluminum boat's maximum recommended engine horsepower, or overloaded in excess of the maximum limits as stated on the U.S. Coast Guard Capacity Plate.
8. An aluminum boat with an engine setback plate that is not factory installed.
9. Estimated characteristics such as weight, speed and fuel consumption or other estimated performance characteristics.
10. An aluminum boat and/or trailer that has been misused or used in a negligent manner; used for racing, speed or endurance contests; used for rental; used without normal maintenance; operated contrary to any instruction furnished by Triton improperly lifted or trailered; improperly secured to a trailer or operated in violation of any federal, state, local, Coast Guard or other governmental agency laws, rules or regulations.
11. Dealer preparation, cleaning, final adjustments and alignments in preparing the aluminum boat and/or trailer for delivery.
12. Damage to aluminum hulls and/or trailer from use in salt or brackish water unless that hull and/or trailer model is specifically designated for such use.
13. Damage caused by improper trailering or mismatching of a Triton aluminum boat to a trailer; or failure to properly secure the aluminum boat to a trailer.
14. Engines, powertrains, outdrives, controls, propellers, batteries, trailers and other equipment, accessories or components that are not manufactured by Triton, whether or not they are warranted by other manufacturers. **Note:** it is the purchaser's responsibility to complete any warranty registration procedure that may be applicable to these components.
15. Any failure or defect arising from a previous repair made by a non-authorized service provider, unless preapproved by Triton.
16. Any defect that results in the redesign of the Triton aluminum boat and/or trailer.

**THE SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY AND ANY APPLICABLE IMPLIED WARRANTY IS THE REPAIR OR REPLACEMENT, AT TRITON'S SOLE OPTION, OF WARRANTED PARTS AND COMPONENTS. TRITON EXCLUDES AND DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF TIME, INCONVENIENCE, INSTALLMENT PAYMENTS, INSURANCE PAYMENTS, MARINA FEES, RETAIL CHARGES, TRAVEL EXPENSES, LOSS OF USE, HAUL OUT, LAUNCH, TOWING AND/OR STORAGE CHARGES, LOSS OF OR DAMAGE TO PERSONAL PROPERTY OR OTHER SIMILAR COSTS AND EXPENSES, OR ANY CLAIM NOT SPECIFICALLY COVERED BY THIS LIMITED WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any legal action alleging breach of any applicable warranty coverage must be brought within one (1) year from the date the alleged breach first occurred, or the shortest period allowed under applicable law, whichever is earlier.**

In order to activate limited warranty coverage on their aluminum boat and/or trailer, the first North American retail purchaser must warranty register the aluminum boat and/or trailer through an authorized Triton aluminum dealer via Triton's online dealer extranet, within fifteen (15) days of delivery of the aluminum boat and/or trailer. All information received by Triton via the limited warranty registration or transfer process shall be the property of Triton, and submission of information, directly or indirectly, via the limited warranty registration process shall, to the extent permitted by applicable law, be deemed to constitute consent by the purchaser and aluminum dealer to Triton's use of such information at any time for all purposes allowed by law, including use of that information by third parties selected by Triton. You may opt to not have your personal information disclosed to third parties and/or to not receive marketing materials from Triton by sending a written request to: Triton Boats Warranty Department, PO Box 179, Flippin, AR 72634. To obtain limited warranty service, you must return the aluminum boat and/or trailer, including any alleged defective part, to an authorized Triton aluminum dealer. 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 aluminum dealer will carry out the limited 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 aluminum dealer, at the Triton factory or at another repair facility that Triton selects. The purchaser is responsible for the expenses associated with transporting the aluminum boat and/or trailer to and from the repair facility.

**NOTE:** Triton will complete repairs/replacements covered under this limited warranty during the first year of after delivery of the aluminum boat and/or trailer to the first North American retail purchaser, at no charge to the purchaser. After that, the First or Second North American retail purchaser must pay a service charge of \$50 per claim to the authorized Triton aluminum dealer for service performed under this limited warranty. (There is no charge for service appointments solely for any rework from previous service appointments.)

## **DISPUTE RESOLUTION**

TRITON'S GOAL IS TO RESOLVE ANY WARRANTY ISSUE AS QUICKLY AND FAIRLY AS POSSIBLE. PLEASE CONTACT OUR WARRANTY DEPARTMENT AT 888-887-4866 IN THE EVENT YOU HAVE ANY QUESTIONS ABOUT THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THIS WARRANTY. THE PROCEDURE TO HAVE YOUR WARRANTY ISSUE RESOLVED IS SET FORTH ABOVE. IN THE EVENT THE TRITON DEALER CANNOT REMEDY THE DEFECT WITHIN A REASONABLE TIME, YOU AGREE TO WRITE US AT TRITON CUSTOMER SERVICE, 927 HIGHWAY 178 N, FLIPPIN, AR 72634, AND EXPLAIN THE ISSUE. IF TRITON'S RESPONSE TO YOUR WRITTEN EXPLANATION OF THE ISSUE IS NOT TO YOUR SATISFACTION, YOU AGREE THAT THE FOLLOWING BINDING ARBITRATION WILL APPLY.

## **BINDING ARBITRATION**

a) You and Triton agree to submit all disputes, claims, or controversies of any kind arising out of or related to this warranty and/or your purchase of a Triton boat and/or trailer for resolution exclusively through binding arbitration. **You should review this provision carefully. This arbitration provision limits your and our ability to litigate claims in court. You and we each agree to waive your and our respective rights to a jury trial; ANY RIGHT TO A TRIAL BY JURY, WHETHER ON AN INDIVIDUAL OR A CLASS BASIS, IS HEREBY WAIVED. Any arbitration under this provision shall take place on an individual basis; class arbitrations and class actions are not permitted. You will not have the right to participate as a class representative, private attorney general, or member of any class of claimants for any claim subject to arbitration. A claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with the arbitration proceedings between you and us. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator in accordance with this arbitration provision.**

b) Arbitration is usually an informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence at a hearing and then issue a binding ruling in the form of an award. You and we understand that in an arbitration discovery is more limited than in a court, and review by courts is very limited.

c) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (a "Notice"). Any Notice to us should be addressed to General Counsel, Fishing Holdings LLC, 927 Highway 178 N, Flippin, AR 72634 (the "Notice Address"). Any Notice must (i) describe the nature and basis of the dispute, claim, or controversy and (ii) set forth the specific relief sought. If you and we do not reach an agreement to resolve the dispute, claim, or controversy within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or we shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

d) You and we agree, upon written demand made by you or us, to submit to binding arbitration of any and all disputes, claims, and controversies between you and us, whether based on statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to this warranty and/or your purchase of a Triton boat and/or trailer, including contract disputes, tort claims, fraud claims and fraud-in-the-inducement claims, misrepresentation, statutory claims and/or regulatory claims arising out of or relating to your Triton boat and/or trailer or this warranty (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this warranty or this arbitration provision), or the scope or enforceability of this warranty, including the determination of the applicability of this agreement to arbitrate, and/or any other relationship or dispute between the parties (collectively, "Claims"). All parties retain the right to seek relief in a small claims court for Claims within the jurisdictional limits of the small claims court. The arbitration of any Claim shall be conducted by the American Arbitration Association (the "AAA") or any other arbitrator mutually agreed upon by you and us. In any event, the arbitration of any Claim shall be conducted in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Rules"). The Rules are available online at [www.adr.org](http://www.adr.org) or by calling 800.778.7879. In the event of any inconsistency between this arbitration provision and the Rules, such inconsistency shall be resolved in favor of this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation, and enforceability of this warranty, notwithstanding any other choice of law provision contained in this warranty.

e) After the 30-day period in paragraph c) above has expired, either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. We may be given notice at the Notice Address.

f) A panel of no less than three (3) arbitrators shall decide all Claims. The arbitrators shall be active members in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge.

g) You and we agree that the arbitrators shall: (i) limit discovery to non-privileged matters directly relevant to the Claim; (ii) grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (iii) have authority to grant relief only with respect to Claims asserted by or against you individually; and (iv) provide a written statement stating the disposition of each Claim and a concise written explanation of the basis for the award and shall make specific findings of fact and conclusions of law to support any arbitration award. Unless inconsistent with applicable law, and except as otherwise provided herein, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. We will pay to the AAA any portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. If you are unable to pay the filing fee, we will pay it directly upon receiving a written request. We will pay all of the remaining administration fees and other costs, including the arbitrator's fees, for any non-frivolous Claim (measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure) that does not exceed \$15,000. For all other Claims, the arbitrators will decide whether we or you will ultimately be responsible for paying any fees or other costs in connection with the arbitration under the Rules. Any arbitration proceedings shall be conducted in the federal judicial district of your residence, and you will be given the opportunity to attend the proceeding and be heard. If your Claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrators, through a telephonic hearing, or by an in-person hearing in accordance with the Rules. Judgment upon any award rendered in arbitration may be entered in any court having competent jurisdiction.

h) Demand for arbitration under this arbitration provision must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim is also barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with this arbitration provision.

i) Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action or seeking enforcement of intellectual property rights. You and we agree that the taking of these actions or any other participation in such litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us.

j) You may choose to opt out of these arbitration procedures within 30 days from the date you purchase your Triton product ("Opt Out Deadline"). You may opt out of these arbitration procedures by completing the opt-out form located at [www.Tritonboats.com/arbitrationoptout](http://www.Tritonboats.com/arbitrationoptout) and sending the opt-out form to the following notice address: Warranty Arbitration Director, Fishing Holdings, LLC, 927 Highway 178 N, Flippin, AR 72634. Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your Claims in arbitration or small claims court.

k) If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable.

**CHOICE OF LAW; JURISDICTION AND VENUE**

Except as set forth in binding arbitration clause above, this warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the state of Delaware without reference to the choice of law or conflicts 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 Delaware without reference to the choice of law or conflicts of law principles thereof. To the extent any action is permitted under binding arbitration clause above to be heard in a court of competent jurisdiction, such action shall take place in the state or federal courts sitting in Kent County, Delaware, 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 Delaware law.

**OTHER NOTES**

TRITON reserves the right to make changes in design of its products, and changes or improvements to its products, at any time, including during a product year, without imposing any obligation upon Triton to alter any of its products that were previously manufactured.

This document contains the entire limited warranty provided by Triton. Any questions concerning the scope of this limited 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 aluminum dealers, to change the terms of this limited warranty. (Note that your authorized Triton aluminum 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 aluminum boats and/or trailer without obligation to modify any aluminum boat and/or trailer previously manufactured.

Triton Boats  
927 Highway 178 North  
Flippin, AR 72634  
Telephone: 870-453-2222