

Warranty

2022 Model Year Manitou Pontoon Boat Limited Warranties

WHO COVERS THE WARRANTY?

The boat as described and limited herein has its product warranty extended by the manufacturer and installer of the boats, Triton Industries, Inc., 16020 S. Lowell Road, Lansing, MI 48906, hereinafter referred to as “Manitou.” The extended warranty is administered by Triton Industries, Inc., 16020 S. Lowell Road, Lansing, MI 48906.

WHO IS COVERED?

The warrantor, Manitou, warrants the limited warranty to you, the original and second retail purchaser through an authorized Manitou dealer, for private, non-commercial, normal use. Any product used for commercial purposes, including, but not limited to, rental fleets, demonstrators, and competitive racing and other commercial uses shall be warranted for thirty (30) days after the boat’s original purchase date. Beyond this period, such uses are not covered by this, or any other, expressed limited warranty.

WHAT IS COVERED?

Manitou extends the following limited warranty for material defects and all materials and workmanship supplied or performed by Manitou regarding 2022 and forward model year Manitou pontoon boats.

WARRANTY PERIOD:

The Manitou limited warranty period is expressed as follows, except for and subject to other coverages and conditions listed in the limited warranty:

Limited Transferability of Warranty: Manitou offers a transfer of warranty to the second owner with proper inspection from an authorized Manitou Dealer.

Limited Lifetime Structural Warranty: Manitou provides the original retail purchaser and second owner with a limited lifetime warranty against structural failure on all tube welds, railing welds, and channels resulting from defects in material or workmanship under normal, non-commercial use.

Decking: Manitou will, at its discretion, repair wooden deck components that fail as a result of defects in material and/or workmanship, free of charge, for materials and labor to the original owner for ten (10) years from the date of the boat’s original purchase. After such ten (10) year period, only materials are covered.

Deck Transferability: The wooden deck warranty is transferable to a new owner within ten (10) years of the boat’s original purchase date. Once transferred, coverage continues to the maximum of ten (10)

years from date of the boat's original purchase. Completion of a transfer form is required through an authorized Manitou dealer for any transfer of warranty to be valid.

Five (5) Year Limited Vinyl-Coated Fabric Warranty¹: Vinyl-coated fabric originally on the boat is warranted from failure due to defects in materials or workmanship, for a period of five (5) years from the boat's original purchase date. The warranty shall include replacement or repaired material. Labor shall be paid on approved claims through the first three (3) years of ownership. After the third year of ownership, materials will be supplied on approved claims, but labor or other costs will not be paid. This warranty is based upon an inspection performed by a qualified Manitou representative. Cleaning products that state they are safe for vinyl may not be safe for every vinyl product. Recommendations and best practices for caring for vinyl have been provided in the owner's manual and owner's package. Degradation, fading, UV damage, and other failures caused by improper cleaning procedures are expressly excluded from this warranty. Excessive deterioration caused by overexposure to the sun as a result of improperly covering the boat may be excluded from this warranty, subject to Manitou's inspection. Damage caused by rips, tears, snags, or other accident or abuse is not covered under this warranty.

¹ After the second year of ownership, a \$50.00 deductible is charged to the retail owner for each approved warranty claim on labor only (no deductible on parts). This warranty covers one-time replacement only on the boat.

Five (5) Year Limited Vinyl/Luna Warranty²: Vinyl/Luna material originally supplied with the boat is warranted against ultraviolet degradation only, for a period of five (5) years. The warranty shall include replacement or repaired Vinyl/Luna. Labor shall be paid on approved claims through the first two (2) years of original owner's ownership. This warranty does not cover burns, pilling, cuts, matting of the pile, shedding, flattening of the pile or pattern, staining, soiling, or fiber loss. This warranty does not cover discoloration resulting from mildew and/or mold growth on the Vinyl/Luna. Under normal conditions, the seams of the pontoon plywood decking become noticeable as a small ridge under the CompassHB™ flooring. This does not affect the integrity or longevity of the flooring and is not covered by any warranty. Reasonable labor charges to repair or replace defective areas and replacement Vinyl/Luna are covered for the first two (2) years of original owner's ownership.

² After the second year of ownership, a \$50.00 deductible is charged to the retail owner for each approved warranty claim on labor only (no deductible on parts). This warranty covers one-time replacement only on the boat.

Five (5) Year Limited Bimini Top/Mooring Cover Fabric Warranty†: Bimini Top/Mooring Cover Fabric originally supplied with the boat is warranted against excessive loss of color or strength under normal exposure conditions, as determined by a Manitou representative. Damage caused by rips, tears, snags and or other accident or abuse is not covered under this warranty. Utopia materials are covered for five (5) years for fabric only.

Two (2) Year Gel-Coat and Paint Warranty: Manitou warrants that it will repair or replace any of the fiberglass parts found to be defective in manufacturer's workmanship upon inspection by an authorized Manitou representative for two (2) from the boat's original purchase date. Excluded from this warranty for raw materials includes: gel fading, chalking, cracks caused by accident or abuse, and any other cause beyond a manufacturing defect.

Seven (7) Year Limited Component Parts Warranty: This warranty includes radios, gauges, depth finders, lights, railings, bimini top frames and brackets originally supplied with the boat and covers only defects in material for seven (7) years from the boat's original purchase date. Ski tow bars are not covered if used for purposes other than water skiing and wake boarding or any damage due to accident or abuse.

Seven (7) Year Limited Warranty On All Other Items Not Specifically Addressed Above.

OTHER WARRANTIES THAT MAY APPLY:

Additional component warranties may be provided by the respective manufacturers and not by Manitou. Applicable warranties may be found in the product owner's package and owner's manual or obtained by contacting Manitou. Regardless of whether or not such warranty is honored by its warrantor, Manitou does not warrant components covered under specific manufacturers' warranties.

OWNER'S RESPONSIBILITY:

The authorized selling Manitou dealer is required to register this product within fifteen (15) days of delivery of the boat. The new boat owner is required to contact his or her dealer and verify that the boat has been registered. Owner must provide proof of purchase, including date of purchase, name of retailing dealer, boat hull identification number, and current proof of ownership at time of warranty claim. Proper maintenance and cleaning of the Manitou products and components are the responsibility of the owner. Failure of any product or component caused by improper cleaning procedures, negligence, or faulty maintenance procedures, is expressly excluded from the warranty. Proper boat registration in compliance with state, province, and federal regulations and the purchase of insurance are the responsibility of the owner.

HOW TO GET LIMITED WARRANTY SERVICE:

To obtain warranty service, take your boat to the marine dealer where you originally purchased your product, another authorized Manitou dealer, or another warranty service facility designated by Manitou, and have a warranty claim submitted to Manitou. If you or your dealer have moved, or if your dealer is no longer in business, visit the Manitou website at www.manitouboats.com or contact Manitou, 16020 S Lowell Rd., Lansing, MI 48906, Manitou@manitouboats.com, for the name of a Manitou dealer near you. Your claim must be made within thirty (30) days of the discovery of the defect. Based on the determination of Manitou, and subject to the terms of the warranty, the warranty repair work may be or may not be authorized by Manitou.

WHO PERFORMS LIMITED WARRANTY SERVICE:

The best place to obtain warranty service is at the marine dealer where you originally purchased your product. If the dealer cannot perform the service work, visit the Manitou website at www.manitouboats.com for assistance. If you are unable to visit your original marine dealer, contact Manitou, 16020 S Lowell Rd. Lansing, MI 48906, Manitou@manitouboats.com, for the name and location of a Manitou dealer near you. In some instances, Manitou may require that the boat, or certain parts, be returned to the Manitou manufacturing facility for warranty service. Costs incurred for transporting the boat or parts to and from the marine dealer and/or to Manitou are the responsibility of the owner.

DISPUTE RESOLUTION:

Should you be unable to resolve a disagreement with your service facility regarding your right to pursue warranty coverage for a needed repair, contact Manitou (see address below). If a dispute about warranty service arises between Manitou and you as the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a single arbitrator agreed upon with you, or a panel of three (3) arbitrators for a decision if you and Manitou cannot agree upon a single arbitrator. The panel will be made up of one (1) member appointed by Manitou, one (1) member appointed by the complainant/owner, and one (1) member from the American Arbitration Association. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution. Each party shall bear its own cost of arbitration and the fees of the arbitrator it chose. Fees of any arbitrator mutually selected or appointed by the American Arbitration Association shall be divided equally as well as any mutually agreed upon costs such as translator or stenographer fees.

LIMITS OF THE WARRANTY:

This written statement of limited warranty represents the entire warranty authorized and offered by Manitou. There are no warranties or representations beyond those expressed in this written document. It cannot be amended by any dealership, salesperson or agent. It expressly limits all warranties, including, but not limited to by any way of specifications, both expressed and implied warranties, including warranties of merchantability and fitness for a particular purpose, along with all other liabilities or obligations of Manitou. No warranties are made on products sold outside the continental United States or Canada.

STATE OR PROVINCE WARRANTY ENFORCEMENT LAWS:

Some states or provinces may have laws that permit owners to obtain a replacement unit, or a refund of the purchase price, under certain circumstances. The provisions of these laws vary from state to state and province to province. To the extent allowed by state or provincial law, Manitou requires that you first provide us with written notification of any service difficulty you have experienced with the pontoon boat, so that we have an opportunity to make any needed repairs, before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Manitou Service Manager at the address shown at the end of this warranty. Always include your Hull Identification Number, found on the starboard aft tube riser.

COMPLIANCE:

The terms of the warrantors undertaking expressed in this limited warranty are drafted to comply with the Magnuson Moss Warranty Act (P.L. 93-637), and other applicable law. This warranty is subject to any applicable warranty provisions promulgated by the Federal Trade Commission pursuant to its federal rule-making authority or under any other law relative thereto. To the extent any provision of this limited warranty is determined to be unenforceable in any jurisdiction, then as to such jurisdiction it shall be ineffective to the extent of such unenforceability without invalidation the remaining provisions of this warranty or affecting the validity or enforceability of such provision in any other jurisdiction.

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