

WARRANTY

TRITON INDUSTRIES, INC. LIMITED WARRANTY – USA AND CANADA: 2023 MANITOU® BOAT

1. SCOPE

Triton Industries, Inc. (“Triton”) warrants its 2023 Manitou pontoon boats sold by authorized Manitou Dealers (as defined below) in the United States of America (“USA”) and Canada from defects in material or workmanship for the period and under the conditions described below.

This limited warranty will become null and void if:

- (1) the boat was used for racing or any other competitive activity, at any point, even by a previous owner; or
- (2) the boat has been altered or modified in such a way so as to adversely affect its operation, performance or durability, or has been altered or modified to change its intended use.

Non-factory installed parts and accessories are not covered under this limited warranty. Please refer to the applicable parts and accessories limited warranty text.

2. LIMITATIONS OF LIABILITY

THIS WARRANTY IS EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. SOME STATES/PROVINCES DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE, AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR COUNTRY TO COUNTRY.

Neither the distributor, any Manitou dealer nor any other person has been authorized to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against Triton. Triton reserves the right to modify this limited warranty at any time, being

understood that such modification will not alter the warranty conditions applicable to the products sold while this warranty is in effect.

3. EXCLUSIONS –ARE NOT WARRANTED

The following are not warranted under any circumstances:

- Normal wear and tear;
- Routine maintenance items, adjustments;
- Parts and accessories not factory installed by Triton, such as, but not limited to: engines and controls, trolling motors, trailers, trailer tires. Such parts and accessories may have their own warranty policies. Please refer to the owner's manual or warranty policies provided by the respective parts and accessories manufacturer for the relevant part or accessory;
- Rotax outboard engine or jet propulsion systems, even if factory installed by Triton
- Damage caused by failure to provide proper maintenance and/or storage, as described in the Operator's Guide;
- Damage resulting from removal or installation of parts (including engines), improper repairs, service, maintenance, modifications or use of parts not manufactured or approved by Triton or resulting from repairs done by a person that is not an authorized servicing Manitou dealer;
- Damage caused by use of jack plates or power poles not installed or approved by Triton prior to installation;
- Damage caused by abuse, abnormal use, neglect, or operation of the product in a manner inconsistent with the recommended operation described in the Operator's Guide;
- Damage resulting from accident, impacts, submersion, fire, theft, vandalism or any act of God; – Damages caused by improper loading and unloading procedures or trailering;
- Damage from rust, corrosion, corrosion due to chemical exposure, galvanic corrosion, electrolysis or pitting;
- Damage caused by exposure to the elements, such as brackish or salt waters;
- Deterioration caused by overexposure to the sun as a result of improperly covering the boat;
- Damage or deterioration caused by improper storage, including in dealer inventory;
- Damage caused by rips, tears, snags, staining or other accident or abuse;
- Discoloration or damage resulting from mildew and/or mold growth;
- Incidental or consequential damages, or damages of any kind including without limitation towing, storage, telephone, rental, taxi, inconvenience, insurance

coverage, loan payments, loss of time, loss of income.

4. WARRANTY COVERAGE PERIOD

For private use owners, this limited warranty will be in effect from (1) the date of delivery to the first retail consumer, or (2) the date the product is first put into use for any purpose, or (3) eighteen (18) months following delivery of the Manitou boat to an authorized Manitou dealer, whichever occurs first and for the applicable period below. This warranty is based upon an inspection performed and approved by a qualified Manitou representative:

LIMITED STRUCTURAL WARRANTY

This limited lifetime warranty is limited to welds on structural tube/hull/transom components and TransCore material. Boats rigged with 500 hp or more (single or dual engine) structural warranty is limited to sixty (60) consecutive months.

DECKING

One hundred and twenty (120) consecutive months. Triton 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. Further, Triton will, at its discretion, cover materials only on wooden deck components for an additional one hundred and twenty (120) consecutive months.

UPHOLSTERY

Sixty (60) consecutive months.

This warranty is limited to furniture cushions, backrests and helm chairs. 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. 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.

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

FLOORING

Sixty (60) consecutive months. This warranty is limited to floor covering. Flooring material originally supplied with the boat is warranted against ultraviolet degradation

only, for a period of five (5) years. Reasonable labor and material shall be paid on approved claims through the first two (2) years. From 3 to 5 years, only material shall be covered. In addition to the exclusions listed in Section 3 of this limited warranty policy, this warranty does not cover burns, pilling, cuts, matting of the pile, shedding, flattening of the pile or pattern, staining, soiling, or fiber loss. Under normal conditions, the seams of the pontoon plywood decking become noticeable as a small ridge under the flooring. This does not affect the integrity or longevity of the flooring and is not covered by any warranty.

BIMINI TOP FABRIC/MOORING COVER FABRIC

Sixty (60) consecutive months for Bimini top and mooring cover fabric. Bimini Frame and other Bimini related components are covered under the “parts and components” section below.

PAINT AND COATINGS

Twenty four (24) consecutive months.

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) years. Excluded from this warranty for raw materials includes: gel fading, chalking, and any other cause beyond a manufacturing defect.

Two (2) Year Powder-Coat and Paint Warranty: Manitou warrants that it will repair or replace any of the powder-coated aluminum walls and pontoons found to be defective in manufacturer’s workmanship upon inspection by an authorized Manitou representative for two (2) years. Excluded from this warranty for raw materials includes: powder coat fading, chalking, and any other cause beyond a manufacturing defect. Under normal conditions, some amount of contouring may become noticeable on the aluminum walls. This does not affect the integrity or longevity of the wall and is not covered by any warranty.

PARTS AND COMPONENTS

Eighty four (84) consecutive months.

This warranty is limited to factory installed parts and components not otherwise covered by additional respective manufacturers’ warranties.

For commercial use owners, the warranty period shall be 30 days. A Manitou boat is used commercially when it is used in connection with generating income, any work or employment or any professional services or activities during any part of the warranty period. A Manitou boat is also used commercially when, at any point during the warranty period, it has commercial tags or is licensed for commercial use. This is a minimal warranty period which can be extended by any applicable warranty promotional program or local laws and regulations, as the case may be.

The repair or replacement of parts or the performance of service under any applicable warranty does not extend the life of such warranty beyond its original expiration date.

5. CONDITIONS REQUIRED FOR WARRANTY COVERAGE

This limited warranty coverage is available only if each of the following conditions has been fulfilled:

- The Manitou boat must be purchased by its first owner from a Manitou dealer authorized to distribute Manitou boats in the country in which the sale occurred;
- The Manitou boat must have undergone proper registration by an authorized Manitou dealer;
- The Triton specified pre-delivery inspection process must be completed and documented;
- The Manitou boat must be purchased in the country in which the purchaser resides; and
- Routine maintenance outlined in the Operator’s Guide must be timely performed in order to maintain warranty coverage. Manitou reserves the right to make warranty coverage contingent upon proof of proper maintenance.

Triton will not honor this limited warranty to any private use owner or commercial use owner if one of the preceding conditions has not been met. Manitou reserves the right to reasonably evaluate if the conditions are met. Such limitations are necessary in order to allow Manitou to preserve both the safety of its products, and also that of its consumers and the general public.

6. WHAT TO DO TO OBTAIN WARRANTY COVERAGE

The customer must cease using the Manitou Pontoon upon the appearance of an anomaly. The customer must notify an authorized servicing Manitou dealer within three (3) days of the appearance of a defect, and provide it with reasonable access to

the product and reasonable opportunity to repair it. The customer must also present to the authorized Manitou dealer, proof of purchase of the product and must sign the repair/work order prior to the start of the repair in order to validate the warranty repair. All parts replaced under this limited warranty become the property of Triton. Based on the determination of Triton, and subject to the terms of the warranty, the warranty repair work may or may not be authorized by Manitou.

7. WHAT TRITON WILL DO

Triton's obligations under this warranty are limited to, at its sole discretion, repairing parts found defective under normal use, maintenance and service, or replacing such parts with new genuine Manitou parts without charge for parts and labor, at any authorized Manitou dealer during the applicable warranty coverage period under the conditions described herein. No claim of breach of warranty shall be the cause for cancellation or rescission of the sale of the Manitou boat to the owner.

In the event that service is required outside of the country of original sale, the owner will bear responsibility for any additional charges due to local practices and conditions, such as, but not limited to freight, insurance, taxes, license fees, import duties, and any and all other financial charges, including those levied by governments, states, territories and their respective agencies.

Triton reserves the right to improve or modify products from time to time without assuming any obligation to modify products previously manufactured.

8. TRANSFER

This limited warranty may be transferred from a first retail purchaser once to a second retail purchaser. In order to be transferred, the second retail purchaser must have the Manitou boat inspected by an authorized Manitou dealer within thirty (30) days of the transfer of ownership. The limited warranty transfer will be effective upon submission of a completed inspection form accompanied by pictures, proof that the former owner agreed to the transfer of ownership and the coordinates of the new owner.

9. CONSUMER ASSISTANCE

In the event of a controversy or a dispute in connection with this Manitou limited warranty, Triton suggests that you try to resolve the issue at the dealership level. We recommend discussing the issue with the authorized Manitou dealer's service manager or owner.

If the matter still remains unresolved, contact Triton by filling out the customer contact form at www.manitoupontonboats.com or contact Triton by email or phone at the following:

manitou.consumers@brp.com

This limited warranty is given by:

Triton Industries, Inc.
16020 S. Lowell Road
Lansing, MI 48906

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Data Privacy

Triton Industries, Inc., its parent companies and its affiliates and subsidiaries (“BRP”) is committed to protecting your privacy and support a general policy of openness about how we collect, use and disclose your personal information in the course of managing our relationship with you. More details can be found by visiting BRP’s Privacy Policy at: <https://brp.com/en/privacy-policy.html> or by scanning the QR Code below.

Please be assured that we have appropriate security measures in place to ensure that your personal information is protected against loss and unauthorized access.

Your personal information that may be collected by BRP, directly from you or from authorized dealers or authorized third parties, includes:

- Contact, Demographic & Registration Information (e.g., name, full address, phone number, email, gender, ownership history, language of communication)
- Vehicle Information (e.g., serial number, purchase and delivery date, unit usage, vehicle location and movements)
- Third Party Information (e.g., information received from BRP partners, joint-marketing activities information, social media)
- Technological Information (e.g., IP address, type of device, operating system, browser type, webpages you view, cookies and similar technologies when you use BRP or dealers’ websites or mobile application)
- Interaction with BRP Information (e.g., information collected when you call BRP’s in-house sales representatives, buy items on a BRP web Site, sign up for BRP emails, participate in BRP-sponsored contests and sweepstakes or attend BRP-sponsored events)
- Transactional Information (e.g., information necessary to handle returns, payment information when you purchase our products or services through our websites or mobile applications and other issues related to your purchase of BRP products)

This information may be used and processed for the following purposes:

- Safety & Security
- Customer Support for Sales & After Sales (e.g., complete or follow up with you about your purchase or maintenance)
- Registration & Warranty

- Communication (e.g., sending you a BRP satisfaction survey)
- Online Behavioral Advertising, Profiling and Location-Based Services (e.g., offer customized experience)
- Compliance & Dispute Resolution
- Marketing & Advertising
- Assistance (e.g., help with any delivery issues, handle returns, and other issues related to your purchase of BRP products)

We also may use personal information to generate aggregated or statistical data that no longer identifies you personally.

Your personal information may be disclosed to the following: BRP, BRP's authorized dealerships, distributors, service providers, advertising & market research partners and other authorized third parties. We may receive information about you from diverse sources, including third parties, such as BRP's authorized dealerships and partners, with whom we offer services or engage in joint-marketing activities. We may also receive information about you from social media platforms such as Facebook and Twitter, when you interact with us on those platforms.

Depending on the circumstances, your personal information may be communicated outside the region where you reside. Your personal information is retained only for as long as necessary for the purpose for which we obtained it and according to our retention policies.

To exercise your data privacy rights (e.g. right of access, right of rectification), to withdraw your consent in order to be removed from the address list for marketing purposes or for the satisfaction survey or for general data privacy questions, please contact BRP's Data Protection Officer at privacyofficer@brp.com or by mail at: BRP Legal Service, 726 St-Joseph, Valcourt, Quebec, Canada, J0E 2L0.

When BRP processes your personal information, they do so in compliance with its Privacy Policy available at: <https://www.brp.com/en/privacy-policy.html> or by using the following QR Code.

QR CODE