



Warranty Terms and Conditions

Brunswick EU Boat Group

EU Boat Warranty Terms and Conditions

This Limited Warranty applies to Quicksilver & Utter boats, and only for Boats, purchased from Brunswick Marine EMEA.

What is covered

Brunswick Marine in EMEA ("BME"), warrants each new Fiberglass Boat sold by BME and operated under normal, non-commercial use to be free of defects in material and workmanship during the period described below, subject to the excluded items contained in the "What is not covered" section set forth below and other limitations set out in this Limited Warranty.

Duration of coverage

This Limited Warranty provides recreational use customers (not commercial users) with coverage for two (2) years from the date the product is first sold, or the date on which the product is first put into service, whichever occurs first. Additionally, we guarantee the HULL (up to and including the hull-to-deck joint, but not the deck) against STRUCTURAL (not cosmetic) failure which is caused by a defect in factory materials or workmanship and occurs within 3 years of the date of delivery. Structural failure shall mean a substantial failure in the product's HULL which causes the product to be unfit or unsafe for general use as a pleasure craft under normal operating conditions. This includes the hull and all the internal structural components, which are bonded to the hull, such as stringers, bulkheads, transom as well as the hull-to-deck joint. Hardware items -- even if attached to the hull -- are not included in this 3-year warranty but are covered under the normal 2-year warranty.

Commercial use, which voids the warranty, is defined as any work or employment related use of the product, or any use of the product, which generates income, for any part of the warranty period, even if the product is only occasionally used for such purposes. The repair or replacement of parts, or the performance of service under this warranty, does not extend the life of this warranty beyond its original expiration date.

Conditions that must be met in order to obtain warranty coverage

Warranty coverage is available only to retail customers that purchase from or through a dealer authorized by BME to distribute the product in the country in which the sale occurred. Warranty coverage becomes available upon proper registration of the product by the authorized dealer. Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order to maintain warranty coverage.

BME reserves the right to make future warranty coverage contingent on proof of proper maintenance.

What BME will do

BME's sole and exclusive obligation under this warranty is limited to, at our option, repairing or replacing a defective part (such as repairing structural hull defects), or refunding the purchase price of the BME product. This coverage includes the repair of any gel coat surface of hull or deck that has laminate blisters caused by a defect in material or workmanship, provided the

original factory gel coat surface has not been altered in any way, such as accident, repair, or application of a coating other than marine bottom paint or improper surface preparation for paint (i.e., excessive sanding, sandblasting, etc.). BME reserves the right to improve or modify products from time to time without assuming an obligation to modify products previously manufactured.

Sole remedy

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 remedy of repair or replacement of parts that are found to be defective in factory materials or workmanship covered by this limited warranty shall constitute the owner's sole and exclusive remedy against BME for any claims whatsoever or economic loss resulting from product failure. 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 BME.

How to obtain warranty coverage

The customer must provide BME with a reasonable opportunity to repair, and reasonable access to the product for warranty service. Warranty claims shall be made by delivering the product for inspection to a BME dealer authorized to service the product. If purchaser cannot deliver the product to such a dealer, written notice must be given to BME. We will then arrange for the inspection and any covered repair. Purchaser in that case shall pay for all related transportation charges and/or travel time. If the service provided is not covered by this warranty, purchaser shall pay for all related labor and material, and any other expenses associated with that service. Purchaser shall not, unless requested by BME, ship the product or parts of the product directly to BME. Any product or part shipped by purchaser for inspection or repair must be shipped with transportation charges prepaid.

What is not covered

This limited warranty does not cover the engine, stern drives, drive trains, marine gears, controls, propellers, appliances, batteries, or other equipment or accessories carrying their own warranties; parts or equipment or accessories not installed by BME; Plexiglas windscreen breakage, rainwater leakage; damage or deterioration of cosmetic surface finishes including minor gel coat discoloration, cracks, crazing or air voids, fading or oxidation of gel coat, wood finishes (varnishes, stains and paints), fabrics, vinyls, plastics, plated or painted metal and stainless steel finishes, anti-fouling bottom paint or zinc anodes; hull blisters that form below the waterline; normal wear and tear including deterioration/corrosion of hardware, plastic, metal or tape trim, vinyl, tops, upholstery, decals, etc.; damage caused by alteration, misuse, accident or striking a submerged object; routine maintenance items, adjustments, abnormal use, neglect, improper service, or use of an accessory, equipment or part not manufactured or sold by us. Use of the product for racing, race preparation, other competitive

activity or military purposes, at any point, voids the warranty. Violation of the maximum horsepower specification on the capacity plate voids the warranty. Expenses related to haul-out, launch, towing, storage, telephone, rental, inconvenience, slip fees, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages are not covered by this warranty.

No individual or entity, including BME authorized dealers, has been given authority by BME 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 BME.

Other limitations

EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN EXPRESS WARRANTIES PROVIDED BY BME, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY BME ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED / BME 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. TO THE EXTENT REQUIRED BY LAW ANY IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED FOR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY THE LAW NEITHER BME, NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

RETAIL CUSTOMERS IN THE EUROPEAN UNION (EU) MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. THE RETAIL CUSTOMER'S LEGAL RIGHTS UNDER ANY APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS SHALL NOT BE AFFECTED.