

## **BOSTON WHALER ACCESSORY COMPONENTS LIMITED WARRANTY- AUSTRALIA**

Boston Whaler, Inc. of 100 Whaler Way, Edgewater, Florida 32141 USA ("Boston Whaler") provides the following Limited Warranty to the original retail owner of any factory-authorized accessory for the 2012 model year 13 Super Sport, 15 Super Sport and 17 Super Sport, if purchased from an authorized Boston Whaler Dealer, authorized Boston Whaler website or any Boston Whaler affiliate and utilized under normal, non-commercial use ("Accessory"), subject to the remedies, exclusions, and limitations set out below.

**One-Year Limited Warranty on Accessory Components:** Boston Whaler will repair or replace, at its sole discretion, any Accessory that is defective in material or workmanship, which is reported within one (1) year from date of sale to the original purchaser. Boston Whaler is not responsible under this limited warranty for any defect and/or damage to the Accessory and/or the boat caused by improper installation, whether performed by the retail consumer, dealer or any other third party. This warranty does not alter, amend, change or replace the terms, conditions and/or limitations of Boston Whaler's Limited Warranty on the hull or factory-installed components of any Boston Whaler boat. Please reference the owner's packet material supplied with your boat or [www.bostonwhaler.com](http://www.bostonwhaler.com) for a copy of the applicable Limited Warranty.

The benefits given to a consumer by this limited warranty are in addition to other rights and remedies of the consumer under a law in relation to which the goods and services to which the warranty relates.

### **EXCLUSIONS**

This limited warranty also does not apply to the following items:

- (1) Expenses for hauling out, transportation to and from the dealer or the Boston Whaler factory for warranty service.
- (2) Damage or deterioration of cosmetic surface finishes, including discoloration, chalking, cracking, crazing, fading or oxidation of gel coat, stress lines, plated or painted metal and stainless steel finishes, plastics or acrylic materials, or anti-fouling bottom paint.
- (3) Damage resulting from abuse, misuse, improper installation and rigging by an owner or any other person or entity not being an authorized dealer, accidents or overloading.
- (4) Failure of the owner to use, maintain, or store an Accessory in reasonable fashion; and any other failure to provide reasonable care and maintenance.
- (5) Any Accessory which has been altered or modified from Boston Whaler factory specifications.
- (6) Any failure or defect arising from a previous repair made by a non-authorized service provider.
- (7) Any Accessory not purchased from an authorized Boston Whaler Dealer, authorized

Boston Whaler website, or authorized Boston Whaler affiliate. For a list of Boston Whaler's affiliates, please refer to [www.brunswick.com](http://www.brunswick.com).

#### **SOLE REMEDY UNDER THIS LIMITED WARRANTY**

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 BOSTON WHALER UNDER THIS LIMITED WARRANTY FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Boston Whaler reserves the right to utilize reconditioned, refurbished, repaired or remanufactured 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. In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the product as of the date of the owner's claim. Acceptance of any product returned or any refund provided by Boston Whaler shall not be deemed an admission that the product is defective. Products that are replaced become the property of Boston Whaler.

#### **OTHER LIMITATIONS**

EXCEPT AS SET FORTH HEREIN AND EXCEPT FOR THE GUARANTEES AND OTHER RIGHTS AND REMEDIES THAT A CONSUMER MAY HAVE UNDER A LAW IN RELATION TO WHICH THE ACCESSORY OR ITS COMPONENTS RELATES,;

1. THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY BOSTON WHALER ON ANY ACCESSORY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED;
2. TO THE EXTENT ALLOWED BY LAW, BOSTON WHALER 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;
3. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED; AND
4. TO THE EXTENT ALLOWED BY LAW NEITHER BOSTON WHALER, NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF THE BOAT OR THE ACCESSORY, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. [www.bostonwhaler.com](http://www.bostonwhaler.com)

#### **WHAT OWNER MUST DO TO CLAIM LIMITED WARRANTY**

To initiate a warranty claim, it is the responsibility of the purchaser to contact an authorized Boston Whaler dealer immediately after discovery of any defect, describe the nature of the

problem, and provide a hull serial number, date of purchase, proof of purchase of the Accessory component and name of selling dealer. A list of authorized Boston Whaler dealers and their contact details is available at [www.bostonwhaler.com](http://www.bostonwhaler.com).

The owner will be notified of where the Accessory is to be delivered for inspection and any repairs. The owner is responsible for delivering the Accessory to that location.

The owner must also:

- comply with all reasonable directions given by the authorized dealer and/or Boston Whaler in connection with the warranty claim;
- refer all warranty work or repairs to the authorized dealer for authorization as a condition precedent to Limited Warranty coverage;
- allow Boston Whaler an opportunity to resolve any warranty claim; and

Our privacy policies are available at [www.bostonwhaler.com](http://www.bostonwhaler.com).

The original purchaser of any Accessory must maintain documentation that sufficiently demonstrates proof of purchase as evidence of this must be demonstrated at the time of any warranty claim.

#### **WARRANTY TRANSFER POLICY**

This limited warranty is not transferable to a subsequent owner.

#### **WARRANTIES UNDER AUSTRALIAN CONSUMER LAW**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

#### **MODIFICATIONS & SEVERABILITY**

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of this vessel may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a management level employee of Boston Whaler. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

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