

POLAR KRAFT LIMITED WARRANTY

Limited one-year warranty for Polar Kraft boats (the Product) sold in the United States and Canada

COVERAGE PROVIDED:

Polar Kraft warrants the Products that it manufactures for 12 months. This warranty includes the equipment installed by the manufacturer. Polar Kraft provides a limited lifetime warranty covering the hulls outer aluminum skin, double-riveted seams, and welds. In addition, Polar Kraft warrants structural hull components for five years; the carpeting for three years; the canopy fabric and upholstery for two years; a lifetime warranty on the (PTP) pressure treated panels used in the boat. All warranties are subject to a "normal use" requirement. Normal uses means for recreational purposes.

This warranty extends to the first retail purchaser, and begins on the date of delivery to the first retail purchaser. Written notice of defects subject to warranty coverage must be given to Polar Kraft, P.O. Box 337, 300 E. Chicago Street, Syracuse, IN 46567, or to the selling dealer within 30 days after the defect is discovered by the retail purchaser. The notice must be received during warranty coverage time or no later than 30 days after it's expiration. If any component part of the Product fails as a result of a manufacturing defect during warranty coverage time, it will be repaired. If repairs are required, they will be made without charge, excluding any transportation costs, after the Product is taken to the selling dealer or a Polar Kraft authorized service center. Exclusions are set forth below.

OWNERS OBLIGATIONS:

The owner is responsible for normal maintenance. The owner shall contact the selling dealer, or a Polar Kraft authorized service center if a problem occurs which may be covered by this warranty. The owner shall be responsible for transportation costs to a Polar Kraft designated warranty service facility, or to the selling dealer for warranty service.

DEALERS OBLIGATIONS:

The selling dealer is obligated to maintain and protect the Product against weather deterioration prior to retail sale, to perform a detailed pre-delivery inspection, and to provide warranty service.

If the selling dealer is unwilling to resolve a problem which the owner is convinced is covered by this warranty, the owner should write Polar Kraft at the address listed above, or fax Polar Kraft at (574) 457-4278, attention Warranty Department, with a description of the problem and attempts made to resolve it. Polar Kraft will review the problem to determine if this warranty is applicable, and will immediately provide written notice to the owner and the selling dealer.

EXCLUSIONS:

This warranty does not cover or include:

1. Equipment and appliances (stereos, engines, outdrives, batteries, trailers, etc.) which are warranted directly by the respected manufacturer. Copies of those written warranties are to be provided to owner by selling dealer at time of sale.
2. Defects in paint or product finish.
3. Damage caused by or related to:
 - a. Environmental conditions (salt, hail, chemicals in the atmosphere, etc.)
 - b. Accidents, misuse, negligence, overloading, or improper handling
 - c. Failure to perform normal maintenance
 - d. Alteration or modification of the Product, including but not limited to, non-factory installed equipment, alterations for and/or use for racing
 - e. Improper trailering, or improper trailering set up
 - f. Electrolysis, Galvanic Corrosion, or barnacles
4. Normal deterioration due to wear or exposure, such as fading of fabrics, carpet wear, etc.
5. Normal service items such as light bulbs, fuses, lubricants, etc.
6. Any boat used as a commercial unit or any unit used as a leased or rental unit. Commercial unit means used for any business, for profit, or for income purposes at ANY time.
7. Speeds, fuel consumption, and other performance characteristics.

POLAR KRAFT LIMITED WARRANTY, Cont.

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DAMAGE LIMITATIONS AND ORAL AND IMPLIED WARRANTY LIMITATIONS:

POLAR KRAFT WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, EXPENSE FOR TRAVEL, LODGING, TRANSPORTATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR LOSS OF INCOME.

Implied warranties such as the warranty of merchantability of fitness for particular purpose cover only the original purchaser. It is the intent of Polar Kraft to comply with the Magnuson-Moss Warranty Act and the Federal Trade Commissions prescribed rulings. Polar Kraft is not liable for and will not recognize any warranty other than the implied warranties under state law and the written warranty contained in this document. In other words, no other warranty, written or oral, is given by Polar Kraft.

Please note, however, some states do not allow the exclusion or limitation of incidental or consequential damages, and may not apply to you. Some states also do not allow limitations on how long an implied warranty lasts, so the above limitation on the term of the implied warranty may also not apply to you.

NON-AMMENDABLE OR TRANSFERABLE:

This warranty is not assignable or transferable. This warranty may be altered only in writing by Polar Kraft and not by any Polar Kraft dealer. Any modification or additional statements concerning warranty by persons other than Polar Kraft personnel are not the responsibility of Polar Kraft and should not be relied upon.

OWNER REGISTRATION:

The filing of owner registration will be performed online by your selling dealer at the time of the sale or during the pre-delivery inspection.

WARNING: OWNER REGISTRATION INFORMATION MUST BE ON FILE WITH THE WARRANTY DEPARTMENT BEFORE ANY WARRANTY REQUESTS CAN BE HONORED.

LEGAL RIGHTS:

This warranty gives you specific legal rights and you may also have other rights, including but not limited to, those provided by the Magnuson-Moss Act, 15 U.S.C. §2301 et seq. as well as other rights that may vary from state to state.