

SANPAN AND AQUA PATIO PONTOON LIMITED WARRANTY

Limited three year warranty for Sanpan and Aqua Patio pontoon boats (the Product).
Manufactured by Godfrey Conveyor Company, Inc. (Godfrey) sold in the United States and Canada.

COVERAGE PROVIDED:

Godfrey warrants the Products that it manufactures for 3 years. This warranty includes the equipment installed by the manufacturer. In addition, Godfrey warrants the 3/4 inch, 7-ply pressure treated deck panels and the (PTP) pressure treated panels in upholstery materials for life against rot. Lifetime warranty on (PTP) means life of original retail owner. The original retail owner may transfer the (PTP) warranty. Upon transfer, the second owner shall have a 10 year (PTP) warranty. Godfrey also warrants the pontoon tubes, rails, gates and underdeck structure against any structural failures for lifetime to the original retail owner. The carpeting, canopy fabric and furniture upholstery materials are warranted for a period of 5 years. All warranties are subject to a "normal use" requirement. Normal use means for recreational purposes.

This warranty extends to the first retail purchaser and begins on date of delivery to first retail purchaser. Written notice of defects subject to warranty coverage must be given to Godfrey, P.O. Box 1158, Elkhart, IN 46515, or 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 its expiration. If any component part of the Product fails as a result of a manufacturing defect during the parts warranty coverage period, that part will be repaired or replaced. 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 Godfrey authorized service center. Exclusions are set forth below.

OWNERS OBLIGATIONS:

The owner is responsible for normal maintenance. See Owner's Manual for maintenance requirements. Minor adjustments will be performed by the selling dealer, provided the owner makes boat available at dealership, during the first 90 days of warranty coverage time. Thereafter, such adjustments are the responsibility of the owner as normal maintenance unless required as a direct result of repair or replacement of a defective part under this warranty.

The owner shall contact the selling dealer or a Godfrey authorized service center if a problem occurs which may be covered by this warranty with sufficient information to resolve the matter. The owner shall be responsible for transportation costs to a Godfrey designated warranty service facility or 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 Godfrey at the address listed above or fax Godfrey at (574) 522-5120, attention Warranty Service Department, with a description of the problem and attempts made to resolve it. Godfrey 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 (such as stereos, engines, outdrive, propulsion systems and batteries) which are warranted directly by their respective manufacturer. Copies of those written warranties are to be provided to owner by selling dealer at time of retail sale.
2. Damage caused by or related to:
 - a. Environmental conditions (salt, hail, freeze damage, chemicals in the atmosphere, etc.)
 - b. Accidents, misuse, negligence, overloading, or improper dealer 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 trailer set up.
 - f. Electrolysis, Galvanic Corrosion or barnacles.

SANPAN AND AQUA PATIO PONTOON LIMITED WARRANTY, Cont.

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3. Normal deterioration due to wear or exposure, such as fading of fabrics or carpet wear, etc.
4. Normal service items such as light bulbs, fuses, lubricants, etc.
5. Any boat used as a commercial unit or used as a leased or a rental unit. Commercial unit means used for business for profit or income purposes at any time.
6. Any pontoon used in salt water, unless prior to said use pontoon is protected by proper application of an anti-corrosive protective barrier treatment by a licensed applicator.
7. Seam failures in the canopy fabric and furniture upholstery materials.
8. Labor costs incurred during the replacement or repair of carpeting, canopy fabric or furniture upholstery materials after 2 years from date of first retail sale.

Damage Limitations and Oral and Implied Warranty Limitations:

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

Implied warranties such as the warranty of merchantability or fitness for particular purpose cover only the original purchaser, and coverage terminates 365 date from the date of purchase by original purchaser or on the date original purchaser sells or transfers his interest in the Product to a subsequent owner. It is the intent of Godfrey to comply with the Magnuson-Moss Warranty Act and the Federal Trade Commission's prescribed rulings. Godfrey 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 Godfrey.

Please note, however, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation on damages 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. Except as otherwise stated herein. This warranty may be altered only in writing by Godfrey and not by any Godfrey dealer. Any modification or additional statements concerning warranty by persons other than Godfrey personnel are not the responsibility of Godfrey 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 Warranty Act, 15 U.S.C. § 2301 et seq. as well as other rights which may vary from state to state.