



MISTY HARBOR LIMITED WARRANTY

1. Warranty

The Marine Group, dba Misty Harbor (hereafter referred to as Misty Harbor) provides the following limited warranty to the first retail owner of a 2021 Misty Harbor Pontoon (if purchased from an authorized Misty Harbor Dealer), and operated under normal, non-commercial use subject to the remedies, exclusions and limitations set out in this Limited Warranty.

2. Structural Warranty

Misty Harbor offers a limited lifetime structural warranty to the original retail purchaser when used for non-commercial use that covers parts and labor to correct certain defects in the material or workmanship of the following structures of the boat: the main welded seams of the pontoon, the pontoon assembly, deck risers, railing, gates and motor mount.

3. Plywood, Decking, and Floors

Warranties on all plywood decking are provided by the plywood manufacture and carries a lifetime warranty from manufacturing defects and fungal decay and damage by termites. This limited warranty is transferable to a second owner for a period of ten years from the date of purchase by the original owner. See manufacturer's warranty insert located in product owners packet for further details.

4. Floor Vinyl

Misty Harbor offers a limited warranty that the material will be free from defects and not fade or fail for a period of 10 years from the date of retail sale upon inspection and approval of a Misty Harbor representative. Floor vinyl of comparable value and color may be provided if the original flooring is no longer available. Damaged caused by rips, tears, snags, stains, unraveling, overexposure to the sun as a result of improperly covering the pontoon or other abuse is not covered under this warranty.

5. Vinyl Fabric

Misty Harbor offers a limited warranty that vinyl fabrics will remain free from defects in materials and workmanship for a period of 10 years from the date of the initial retail sale. Damaged caused by rips, tears, snags, stains, unraveling, overexposure to the sun as a result of improperly covering the pontoon or other abuse is not covered under this warranty. See vinyl care guide for prohibited chemicals.

6. Canvas

Misty Harbor offers a 5-year limited warranty on the Bimini Cover and Boat Cover, if equipped. Damage caused by rips, tears, snags, unraveling, environmental issues (mold, mildew, etc.), harsh chemical cleaners and other abuse is not covered by this warranty.

7. Other Warranties That May Apply

Applicable component manufacturer warranties may be found in the owner's packet or by contacting the dealer the pontoon was purchased from. Component warranties will follow the Component Manufacturer warranty period under this warranty, but will be administered through your dealer and Misty Harbor. Any components not covered by a specific component Manufacturer's warranty will be covered by Misty Harbor for 5 years.

8. Transferability

This warranty may be transferred one time from the original owner to a subsequent owner if transferred within the original warranty period and is subject to an additional fee of \$200.00 and approval from Misty Harbor after a inspection is completed by an approved Misty Harbor Dealer. The warranty periods will expire based on the original retail customer's purchase date, NOT on the transfer date. The new owner must complete the Warranty Transfer Form and submit it to their approved Misty Harbor dealer. Transfers will not be available for boats used for racing or commercial use, or if the boat was purchased after a declaration of total loss or constructive total loss.

9. Exclusions in the Limited Warranty

-This Limited Warranty does not apply to the following items:

- Gelcoat or fiberglass finishes are not covered against crazing, cracking, or fading.
- Vinyl that develops "pink stain" or mold/mildew stains.
- Vinyl that develops stains from pollen, leaves, suntan lotion, etc. See vinyl use and care manual
- Any boat, including its components, which have been altered or modified from Misty Harbor's factory specifications.
- Any boat that has been used in a negligent manner, used for racing, used for rental or commercial purposes, operated contrary to any instructions furnished by Misty Harbor, or operated in violation of any federal, state, coast guard, or other governmental agency laws, rules, or regulations, or any boat that has been overloaded or overpowered, or damaged due to unusual attitudes or impact.
- This warranty does not apply to any modifications made to the boat, including but not limited to, sea legs, and other aftermarket parts installed upon the boat after time of manufacturer.
- This warranty does not apply to: painting or protective finishes, graphics, or aluminum deterioration by chemical actions or damage due to electrolysis (caused by, but not limited to, such things as metal attachments to the boat, storage, battery acid spillage, or use of improper anti-fouling paints).
- This warranty does not extend to any damage due to negligence of others, lack of normal maintenance of the product, unreasonable use, accidents, abuse, ordinary wear and tear, improper, trailering, use the product for racing purposes, and exceeding horsepower rating. Without limiting cases of misuse and neglect, it is understood that the failure to operate at reduced speeds in rough water shall constitute misuse.
- This warranty does not cover claims for loss of time, inconvenience, rental charges, pontoon payments, transportation/travel cost incurred to return pontoon to the dealer and/or factory for repairs, loss of use, haul out, launch, towing and storage charges, loss of damage to personal property, or other remedies not specifically allowed.
- Misty Harbor shall not be responsible for incidental damages, distress, damage or injury to persons, property damages, loss of time, use, enjoyment or revenue, service call fees, transportation costs, alike expenses, as well as attorney fees, court costs, or depreciation of value.
- This warranty does not cover damage caused by improper trailer or mismatch of a pontoon to a trailer or lift; failure to properly secure the pontoon to the trailer or lift; or failure to apply proper transom and/or engine support when transporting or storing the pontoon. Repairs made necessary due to inadequate trailering, trailers, improperly assembled, designed, adjusted, or maintained.
- Damage caused by vandalism, collisions, rock chips, acts of nature including but not limited to hail, lightning, windstorms, acid rain, natural disasters, acts of terrorism or war, normal wear and tear.
- Requests for design or manufacturing modifications, including changes, additions, or revisions to standard options, accessories or warranties, which were made on newer model pontoons. Misty

Harbor reserves the right to change or improve the design or manufacture of Misty Harbor without any obligation to modify previous boats.

-Misty Harbor will discharge its obligation under this warranty as rapidly as possible, but cannot guarantee any specified completion date due to the different nature of claims that may be made and services that may be required.

-Replacement parts provided under the terms of this warranty are not guaranteed to match original equipment. Misty Harbor, at its discretion, will substitute parts of comparable value and like function.

10. Owner Responsibility

-The Misty Harbor warranty registration form is to be completed by the customer and the selling dealer at the time of purchase and submitted to Misty Harbor's warranty department within 30 days after the purchase. In doing so it will (a) Aid Misty Harbor in contacting you quickly should the need arise to advise you of any safety notifications and (b) It will expedite your receipt of warranty services should they arise.

-Owner must perform proper maintenance and cleaning of the Misty Harbor pontoon and its components. Failure of any product or component caused by improper cleaning procedures, negligence or faulty maintenance procedures is expressly excluded from the warranty.

- Owner must use an authorized Misty Harbor Dealer to obtain warranty services. Authorized Misty Harbor Dealerships can be located on the Misty Harbor website.

www.mistyharborboats.com under the Dealer Locator tab.

NOTE: Owner may need to provide proof of purchase, including date of purchase, name of retailing dealer, boat serial number, and current proof of ownership at time of warranty claim.

-Owner is responsible for the expense associated with transporting the pontoon to and from the repair facility.

11. Warranty Applications

All warranties shall run in favor of the original retail purchaser only, or their transferee as outlined in Section 8, in non-commercial use. The warranty is not transferable to any subsequent owner of the boat-with the exception to the warranty defined under paragraphs 3 and 8 -subject to the terms and conditions stated above.

12. Other Limitations

IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ARISING UNDER STATE LAW, ARE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESSED WARRANTY. WHERE SUCH LIMITATION IS PERMITTED, MISTY HARBOR SHALL NOT BE RESPONSIBLE FOR LOSS OF USE OF ANY PRODUCT, LOSS OF TIME, INCONVENIENCE OR INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO BUSINESS PROPERTY WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

NOTE: Some states do not allow (a) limitations on how long an applied warranty lasts or (b) the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

NO WARRANTIES ARE MADE FOR PRODUCTS SOLD OUTSIDE NORTH AMERICAN CONTINENT

Misty Harbor
PO Box 579
Bristol, Indiana 46507
www.mistyharborboats.com

