

# FOREST RIVER MARINE SEVEN-YEAR LIMITED WARRANTY

## **SEVEN-YEAR LIMITED WARRANTY**

**To apply to Forest River Marine Products  
with a Model Year of 2022 or Newer**

The Forest River Marine Limited Warranty covers this Pontoon Boat ("Boat") for the periods stated below and is provided to the ORIGINAL CONSUMER PURCHASER ONLY, when purchased from an authorized Forest River Marine dealer. This Limited Warranty does not cover those items expressly excluded or identified in the "Exclusions From Coverage" sections of this Limited Warranty.

There is no warranty, of any nature, beyond what is contained in this Limited Warranty. No person has authority to enlarge, amend, or modify this Limited Warranty. Repairs will not extend the warranty coverage or period in which you may enforce an action, unless prohibited by law. This Boat has been sold to an independent authorized dealer of Forest River Marine. The dealer is NOT an agent of Forest River Marine. Forest River Marine is not bound by any representation or warranty made by the dealer or between the dealer and the retail purchaser. FOREST RIVER MARINE SHALL NOT BE HELD TO BE A PARTY TO ANY AFTERMARKET AND/OR THIRD PARTY SERVICE CONTRACT OR WARRANTY.

**THIS LIMITED WARRANTY DOES NOT PROMISE OR EXTEND TO FUTURE PERFORMANCE AND DOES NOT MAKE A REPRESENTATION AS TO HOW THIS BOAT WILL PERFORM IN THE FUTURE. THE LIMITED WARRANTY ONLY REPRESENTS WHAT THE REMEDY WILL BE IF A DEFECT EXISTS.**

**LIMITATION AND DISCLAIMER OF WARRANTIES: THIS LIMITED WARRANTY IS IN PLACE OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS, IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET FORTH IN THIS LIMITED WARRANTY.**

**NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

**DISCLAIMER OF CONSEQUENTIAL DAMAGES:**  
FOREST RIVER MARINE SHALL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THE EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS LIMITED WARRANTY DOES NOT COVER LOSS OF USE OF THE BOAT.

**NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.**

## **WARRANTY PERIODS**

This Limited Warranty covers the Boat against defects in the following identified structures and components (A-D below) attributable to Forest River Marine's manufacture and assembly of the Boat.

### **SEVEN-YEAR LIMITED WARRANTY PERIOD**

The limited warranty period shall apply for a period of seven (7) years **from the date of purchase by the first retail customer when purchased from an authorized Forest River Marine dealer.**

#### **A. Seven (7) year limited floor covering and vinyl warranty:**

For a period of (7) years from the date of original retail purchase, this limited warranty covers defects in floor coverings and vinyl upholstery for only the following: delamination, stitch failure, and abnormal fading, peeling, or cracking. Coverage shall include replacement materials and/or labor, based upon an inspection by a qualified Forest River, Inc. representative. Please see the "Exclusions from Coverage" section for items not covered by this warranty.

#### **B. Seven (7) year limited Bimini top fabric warranty:**

For a period of (7) years from the date of original retail purchase, if equipped, this limited warranty covers defects in the Bimini top fabric only for the following: excessive loss of color or strength under normal exposure conditions. Please see the "Exclusions from Coverage" section for items not covered by this warranty.

#### **C. Seven (7) year limited component parts warranty:**

For a period of (7) years from the date of original retail purchase, all other component parts are covered by their respective manufacturer's warranty. To the extent that a component part(s) is not separately warranted by their respective manufacturer or the respective manufacturer's warranty period is less than seven (7) years, this limited warranty covers defects in that said component attributable to Forest River Marine's manufacture and assembly for a period of seven (7) years from the date of original retail purchase. **PLEASE NOTE: Motors are expressly excluded from the seven (7) year component warranty**, as well as all other items listed in the "Exclusions from Coverage" section.

### **LIMITED LIFETIME WARRANTY PERIOD**

The following limited warranty period is provided to the original consumer purchaser and begins **from the consumer's date of purchase when purchased from an authorized Forest River Marine dealer.**

#### **D. Limited lifetime structural warranty and composite decking component limited warranty:**

For the lifetime of the products identified in this paragraph, this limited warranty covers defects in material and/or workmanship attributable to Forest River Marine, when operated under normal, non-commercial use, resulting in structural failure for the following items only: the pontoons, gates, channels, motor mounts, and railings. Forest River Marine may, at its discretion, repair or replace any composite deck component, which fails as a result of defects in material and/or workmanship, free of charge for materials and labor, to the original retailer purchaser only for the lifetime of the product, subject to the "Exclusions from Coverage" sections listed in this Limited Warranty.

# FOREST RIVER MARINE SEVEN-YEAR LIMITED WARRANTY

## IMPORTANT TERMS APPLICABLE TO FOREST RIVER LIMITED WARRANTIES

### OWNER'S RESPONSIBILITIES

**Warranty Registration:** Owner shall complete and return the Warranty Registration Card within thirty (30) days of purchase in order to warranty register the Boat. Warranty registration can be completed by the Owner's selling dealer. The return of this registration is a condition precedent to warranty coverage and failure to return the completed warranty registration will invalidate the Limited Warranty.

**Delivery for Service:** Owner shall deliver this Boat for warranty service within a reasonable time after discovery of the Substantial Defect and within the applicable Warranty Period. All expenses incurred in obtaining warranty service, including but not limited to gas, mileage, and accommodations, shall be the individual owner's responsibility.

### MAINTENANCE

**Maintenance:** This Boat and its component parts will require routine maintenance, service, cleaning, and care. Information regarding recommended and/or required routine maintenance can be found in the Owner's Manual. You, as the individual owner of the Boat, are responsible for ensuring all recommended and/or required routine maintenance is performed timely and correctly. **NOTE:** failure to do so will invalidate this Limited Warranty and may cause damages and other applicable warranties to be voided.

### SERVICE

This Boat is designed solely for its intended purpose of recreational boating. It is normal to expect some warranty service during the Limited Warranty Period. If the need for warranty service should arise: Owner should contact your independent authorized selling dealer (to the extent possible) or local independent authorized dealer to schedule the repairs. Warranty service can only be obtained at Forest River Marine's independent authorized dealers and service centers, or from Forest River Marine at its discretion. All expenses in remedying warrantable Substantial Defects shall be borne by Forest River Marine. All costs incurred in transporting the Boat for service shall be borne by the Owner.

**Please note:** Forest River Marine does not control independent authorized dealerships or the scheduling of repairs at their facilities and you may encounter delays. If you encounter difficulty obtaining warranty service, please contact Forest River Marine's Customer Service Department at: **51773 County Road 39, Middlebury, Indiana 46540, PH: (574) 825-8696.**

For more information regarding service contacts and independent authorized dealerships please visit: [www.forestriverinc.com](http://www.forestriverinc.com).

For information regarding your specific Boat, please visit: [www.southbaypontoon.com](http://www.southbaypontoon.com), [www.berkshirepontoon.com](http://www.berkshirepontoon.com), or [www.trifectapontoon.com](http://www.trifectapontoon.com)

### PARTS AND DESIGN CHANGES

Forest River Marine reserves the right to change the parts and design of its products from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in products previously manufactured by Forest River Marine.

### REMEDY

**REPAIR REMEDY:** Forest River Marine's SOLE OBLIGATION under this Limited Warranty is to repair any covered Substantial Defect discovered within the applicable Limited Warranty Period if not excluded under the terms of this Limited Warranty. If the authorized selling dealer or local independent authorized dealer does not adequately repair the Boat, the Owner must then contact Forest River Marine IN WRITING and advise it of any Substantial Defect, including a list of the Substantial Defect(s), and provide Forest River Marine (not the authorized dealer) an opportunity to repair the Boat. Forest River Marine may require the Owner to deliver the Boat to another authorized Forest River Marine dealer or its factory facilities. Refusal to allow Forest River Marine an opportunity to repair the Boat will void warranty coverage for the identified Substantial Defect(s).

### EXHAUSTION OF REMEDY AND LEGAL ACTION:

OWNER MUST PERMIT FOREST RIVER MARINE THE OPPORTUNITY TO REPAIR THE BOAT AND THE REPAIR REMEDY MUST FAIL ITS ESSENTIAL PURPOSE BEFORE OWNER MAY INITIATE ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.

### GOODWILL REPAIRS

Performance of repairs on portions of the Boat "Excluded from Coverage" or after expiration of the Limited Warranty Period shall be considered "Goodwill" repairs. Forest River Marine is not obligated to perform Goodwill repairs and performance of Goodwill repairs shall not alter the express terms of the Forest River Marine Limited Warranty.

### DEFECT vs. DAMAGE

The Forest River Marine Limited Warranty only covers "Substantial Defects" in materials or workmanship attributable to Forest River Marine, not "damages." Substantial Defects are those defects which prevent the Boat from performing its intended use for recreational boating. "Damages" include issues or repairs stemming from misuse or collision that occurs after the purchase of the Boat by the first retail purchaser, as well as repairs due to lack of maintenance because it is the owner's responsibility to maintain the Boat, see "Owner Responsibilities."

### PRIOR USE AND PRIOR MODEL YEAR REMEDY

At the time of purchase by the first retail purchaser, if the Boat is not of the current or prior model year or has ten (10) or more hours logged on the motor, the Seven-Year Limited Warranty (A-D above) ends Four (4) years after the date of purchase. The Four-Year Limited Warranty is subject to the same terms and conditions of this Limited Warranty, excluding the applicable Limited Warranty Period.

ANY ACTION TO FOR BREACH OF THIS FOUR YEAR LIMITED WARRANTY OR ANY IMPLIED WARRANTY OR REVOCATION OF ACCEPTANCE OR ANY ACTION TO ENFORCE ANY PORTION OF THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN THREE (3) MONTHS OF THE EXPIRATION OF THE FOUR YEAR WARRANTY PERIOD.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE STATUTE OF LIMITATIONS SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## IMPORTANT EXCLUSIONS APPLICABLE TO FOREST RIVER LIMITED WARRANTIES

### EXCLUSIONS FROM COVERAGE

- ❖ Any use of the Boat for purposes other than recreational boating. Such unauthorized use includes, but is not limited to, any use for competitive racing, commercial, business, or rental purposes. Registration of the Boat in the name of any business entity or any filing of a state, federal or provincial tax form claiming any benefit related to the Boat shall be considered conclusive evidence of commercial and/or business use.
- ❖ Any Boat not registered and normally used in the United States or Canada.
- ❖ Boats purchased through an auction, wholesale, or from a dealer or party that is not an authorized dealer of Forest River Marine.
- ❖ Any use of harsh or non-approved cleaning products. You may find more information regarding cleaning products in the Owner's Manual.
- ❖ Equipment, component parts, or accessories that are working as designed, but with which you are not satisfied.
- ❖ Owner Maintenance, including items identified in the Owner's Manual as "care and maintenance" and those items addressed in the "Caring for Your Pontoon" section of the Owner's Manual.
- ❖ Items that are added, installed, or changed after the Boat leaves the possession of Forest River Marine.
- ❖ Fading or discoloration of anodized rails.
- ❖ Fading of the mooring cover, seat covers, bimini cover, and bimini boot due to normal wear and tear, direct exposure to the sunlight, improper covering, or improper storage of boat.
- ❖ Transporting the Boat with mooring cover installed or bimini frame/canvas not in the provided transportation locked position.
- ❖ Use of improper trailer and/or damage due or related to improper trailering of the Boat.
- ❖ Damage or loss to the Boat caused by neglect, misuse, abuse, unauthorized use, improper operation, theft, vandalism, failure to provide routine maintenance, unauthorized modifications, structural attachments, or repairs.
- ❖ Failure of any component(s) or component part caused by operating the boat at excessive speed during boating conditions. Such boating conditions include, but are not limited to, rough water, large waves, wind, or poor weather conditions.
- ❖ Damage or loss caused by normal use or wear, including discoloration or fading of exterior designs, discoloration or fading of fabrics, tearing, or deterioration caused by prolonged exposure to natural elements.
- ❖ Mold, mildew, and sun damage caused by poor maintenance and improper cleaning including but not limited to removal of the protective layer off of the furniture, flooring, helm rails, rails, rail panels, canvas, and trim.
- ❖ Damage or loss caused by factors not attributable to Forest River Marine including but not limited to Acts of God, natural disasters, and damage or loss caused by infestation of insects or animals.
- ❖ Estimated performance characteristics, including but not limited to speed, weight or fuel consumption.
- ❖ Damage to canvas, vinyl, floor covering, upholstery, fabric, zippers, trim pieces, or plastics caused by rips, tears, snags unraveling, environmental issues, use of harsh chemical cleaners, poor maintenance.
- ❖ Diagnostics and related loss or expenses.

### EXCLUSIONS FOR SALTWATER AND CORROSION

Saltwater corrosion to components is a natural phenomenon and electrolysis can occur under conditions both in and out of the water, neither of which are covered by this warranty. Boats located in saltwater environments require additional attention. To help prevent damage, Owners need to wash (with fresh water) the entire Boat immediately after each use to help slow the effects of saltwater corrosion. **Failure to properly care for your Boat in a saltwater environment can lead to the following issues and are not covered under the warranty:**

Corrosion due to saltwater  
 Corrosion due to electrolysis  
 Corrosion due to stray-current corrosion  
 Corrosion due to galvanic corrosion  
 Lack of maintenance and/or use of incorrect sacrificial anodes  
 Saltwater corrosion for a carpeted bunk style trailer  
 Engine corrosion and maintenance

### **EXCLUSIONS FROM COVERAGE: ENGINE, TRIM, COMPONENT PARTS, AND OTHER WARRANTIES**

**ENGINES** - Forest River Marine does not warrant, and this Limited Warranty excludes, engines and any non-factory installed items. This exclusion includes, but is not limited to, the installation of engine components, engine controls, and harnesses that are sourced from OEM engine manufacturers. These are covered under separate written warranties provided directly by the component part's respective manufacturers and all claims should be directed to these manufacturers. Please refer to the OEM Engine Manufacturer's Warranty.

**TRIM LIMITS** – As required for all brands of motors, trim limits are to be installed and set by the authorized dealer installing the motor. In the event the motor was installed by Forest River Marine, the authorized dealer is required to ensure that trim limits are set properly at delivery to the retail customer to prevent damage to the Boat, motor, and motor components.

**COMPONENT PARTS** – Forest River Marine makes no warranty with regard to, but not limited to, batteries and gauges, routine maintenance, equipment and appliances, or audio and/or electronic equipment. The respective manufacturers may warrant these items. Please see these warranties for their individual terms and conditions.

**OTHER WARRANTIES** – For those products or components that may be covered by a separate manufacturer warranty, you may be required to complete and return the appropriate manufacturer warranty forms included with the information packages in order to validate these warranties. It may be necessary to contact the product manufacturer to obtain information on authorized service centers in order to obtain service on these parts. In requesting parts for separately warranted products from the manufacturer of the product or its authorized service center, it may also be necessary to first obtain a warranty work authorization number before this work is done. It may also be necessary to provide the product name, model or serial number along with a description of the problem, and part needed plus shipping costs. Performance or service by Forest River Marine on any such item shall be considered a Goodwill repair as defined in this Limited Warranty. This provision does not modify or amend Forest River Marine's Limited Warranty.

**IMPORTANT TERMS APPLICABLE TO FOREST RIVER LIMITED WARRANTIES**

**LEGAL REMEDIES**

THE LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.

**EXHAUSTION OF REMEDIES AND LEGAL ACTION:**

THE WRITTEN NOTICE AND REPAIR REMEDY MUST BE DESCRIBED ABOVE AND MUST BE COMPLETED PRIOR TO INITIATING ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY.

ANY ACTION TO ENFORCE ANY PORTION OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY OR ANY REVOCATION OF ACCEPTANCE MUST BE COMMENCED WITHIN NINETY (90) DAY DAYS OF THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. SOME STATES DO NOT PERMIT REDUCTION OF THE STATUTE OF LIMITATIONS, SO THE LIMITATIONS MAY NOT APPLY TO YOU.

EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO THIS LIMITED WARRANTY, AN ALLEGED BREACH OF WARRANTY, BREACH OF IMPLIED WARRANTY, OR REPRESENTATIONS OF ANY KIND MUST BE FILED IN THE COURTS WITHIN THE STATE OF INDIANA.

ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR IMPLIED WARRANTY SHALL BE GOVERNED BY THE STATE OF INDIANA, WHETHER SUCH CLAIMS SOUND IN CONTRACT, OR TORT, OR STATUTE (INCLUDING THE STATUTE OF LIMITATIONS), WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

**Note:** Any authorization or performance of repairs, attempt to resolve a complaint, or request for warranty service shall not constitute a waiver of Forest River Marine's rights and shall not extend the warranty coverage period or when you must commence any action to enforce a breach of warranty claim, unless prohibited by state law.

THE ABOVE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.