

NORTHPORT MARINE, LLC
MIRROCRAFT | MONTEGO BAY

LIFETIME

LIMITED
WARRANTY

**NORTHPORT MARINE, LLC
MIRROCRAFT BOATS | MONTEGO BAY PONTOONS**

EXPRESS LIMITED WARRANTY

REGISTRATION OF PURCHASE: The Federal Boat Safety Act of 1971 provides for defect notification to first purchasers. Failure to register a purchase with the manufacturer constitutes waiver of the right to defect notification. Registration also simplifies warranty service should it ever be required. First purchasers are therefore encouraged to register within 30 days from the date of delivery.

WARRANTY COVERAGE: "First purchaser" means the individual who or entity which first buys and receives a boat manufactured by Northport Marine, LLC ("Northport") from an authorized Northport dealer for purposes other than resale.

Subject to the following terms and conditions, Northport warrants to the first purchaser of a 2012 model or newer boat manufactured by Northport that such boat is free from defects in material and workmanship. If within the warranty periods described below Northport determines in its sole discretion that a component of the boat is defective, non-conforming components will be repaired or replaced, at Northport's option, without charge for parts or labor. Except for personal injury actions, Northport's sole obligation, and the first purchaser's exclusive remedy, under this warranty is limited to such repair or replacement. Repair or replacement of parts, or the performance of service, does not extend the life of a limited warranty beyond its original expiration date.

NORTHPORT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER (EXCEPT DAMAGES FOR PERSONAL INJURIES).

A. LIFETIME LIMITED HULL WARRANTY

If, during the first purchaser's ownership of the boat, Northport determines the existence of a defect in material or workmanship of the boat's main hull seams, Northport at its option will repair such defect or replace the hull. Because Northport constructs the bottom of all hulls from one continuous sheet of aluminum, the keel area is not considered a seam for purposes of this Lifetime Limited Hull Warranty.

B. LIFETIME LIMITED ON PONTOON AND STRUCTURAL COMPONENTS WARRANTY

If during the first purchaser's ownership of the boat, Northport determines the existence of a defect in material or workmanship of the pontoon, deck structure, or motor mount, Northport will repair or replace Lifetime parts and 10 years labor.

C. LIFETIME LIMITED ALUMINUM FLOOR WARRANTY

If, during the first purchaser's ownership of the boat, Northport determines the existence of a defect in material or workmanship in the structural integrity of the aluminum floor sheet-cover, Northport at its option will repair such defect or replace the floor sheet-cover. Cosmetic appearance such as slight waves or surface deflection is not considered a structural defect and thus is not warranted.

D. LIFETIME LIMITED PLYWOOD FLOOR WARRANTY

For boats which incorporate plywood floor panels, Northport has enclosed a copy of the plywood manufacturer's lifetime limited warranty against damage to such panels from fungal decay or rot, termites and / or other wood-eating insects, or some defect that the plywood manufacturer determines would make the panel structurally unfit for its intended application. Pursuant to the terms of such warranty, all claims must be submitted in writing to the plywood manufacturer rather than to Northport. While Northport will make reasonable efforts to assist Northport dealers to obtain warranty coverage from the plywood manufacturer, Northport does not offer any separate plywood warranty and does not otherwise assume any liability for any damage resulting from a breach of the plywood manufacturer's warranty.

E. LIMITED STRUCTURAL HULL SUPPORT WARRANTY

If, within the first three (3) years of the first purchaser's ownership of the boat Northport determines that there is a defect in material or workmanship in the manufactured parts of the hull's structural components, such component being limited to hull ribs, transom braces, keels, keelsons, hull stringers aluminum bulkheads, floor stringers, and bow stem, Northport will at its option repair or replace such components.

F. LIMITED O.E.M. COMPONENT WARRANTY

Where an Original Equipment Manufacturer ("O.E.M.") provides a warranty for components that are integrated by Northport into a boat, Northport will make reasonable efforts to assist Northport dealers in obtaining the applicable warranty coverage offered by the component O.E.M. However, Northport does not offer any separate warranty coverage for items covered under an O.E.M. warranty and does not otherwise assume any liability for damages resulting from a breach of an O.E.M.

G. LIMITED NON-STRUCTURAL WARRANTY

If, within the first one (1) year of the first purchaser's ownership of the boat, Northport determines that there is a defect in material or workmanship in a component manufactured and installed by Northport not covered in or excluded by Paragraphs A-E above (except paint or gel coat finishes, vinyl or fabric upholstery, and carpeting), Northport at its option will repair such defect or replace such component.

LIMITATIONS AND EXCLUSIONS

- (1) This Warranty does not apply to boats sold outside of North America or to owners beyond the first purchaser, and this Warranty may not be transferred or assigned.
- (2) This Warranty applies only to new boats purchased from an authorized Northport dealer.
- (3) This Warranty does not apply to (i) normal wear and tear; (ii) engines and or their components or assemblies; (iii) damage caused by neglect, accident, abnormal operation, overload in excess of the boat's capacity or horsepower rating, failure to trim the boat properly while running, failure to operate at slow speed in rough seas or high wakes, alterations, improper trailering, maintenance, storage, or use; or (iv) damage from circumstances beyond Northport's control including, but not limited to striking a submerged or partially submerged object, running the boat aground, exposing the boat or its components to harmful solvents, electrolysis, or damage from galvanic corrosion.
- (4) This Warranty does not apply to boats subjected to any commercial use defined as any work or employment-related use of the boat, or any use of the boat which generates income, for any part of the Warranty period even if the boat is only occasionally used for such purposes.
- (5) This Warranty does not apply to any boat that has been salvaged or declared a total or partial loss for reasons not associated with this Warranty.
- (6) This Warranty does not cover window or windshield breakage, and does not apply to paint or gel coat finishes cracking, crazing, fading, or blistering.
- (7) This Warranty does not cover attorney fees, towing expenses, haul-out charges, transportation charges to or from a Northport authorized dealer or Northport's factory, gasoline, mileage, service calls, loss of time, inconvenience, or loss of use of the boat.
- (8) In no event shall the cost of any repair or replacement exceed the fair market value of the boat as of the date of the first purchaser's claim.
- (9) This Warranty does not cover any additions or modifications made to the boat by any dealer to the extent that such additions or modifications cause damage to warranted parts and components.

- (10) This Warranty does not cover work improperly performed on or modifications made to a boat's electrical system.
- (11) This warranty does not cover tears, pulls, rips and or fading of vinyl, upholstery, carpet or canvas. Along with any discoloration or damage due to environmental exposure or micro-organisms creating "pinkings", "greening", "browning", "burning", etc. Also any damage from the use of cleaners, protectants, or chemicals not compatible with the damaged surfaces or finishes. And not limited to fuel, oil, body lotions, beverages, etc.
- (12) This warranty does not apply to damage or deterioration due to time spent in dealer inventory exposed to elements.
- (13) This warranty does not apply to component parts not manufactured or installed by Northport, including but not limited to: engines, drive trains, trolling motors, controls, props, depth finders, stereos, batteries, trailers and trailer tires. Such equipment or accessories may carry their own individual warranties provided by the respective Component Manufacturer. The warranties provided by the Component Manufacturer on such component parts are hereby assigned to the retail purchaser, to the extent permitted by the Component Manufacturer, as the retail purchaser's sole and exclusive remedy with respect to such items.
- (14) The terms of this Warranty cannot be altered or modified in any manner except in writing by the President of Northport.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDED BY NORTHPORT ON THIS BOAT. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE EXTENT THEY CAN BE SO DISCLAIMED. NORTHPORT 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 THE EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE AND THUS THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

WARRANTY CLAIMS PROCEDURE

All claims under this Warranty must be submitted by the first purchaser directly to the dealer from whom the boat was purchased, either by presenting the boat to the dealer or providing, in writing, the boat's hull identification number, model number, copy of the original sales receipt, and an explanation of the alleged defect. If it is impossible to comply with the above procedure due to relocation of either the first purchaser or dealer, the first purchaser must contact Northport's Warranty/Service Manager, who will make reasonable efforts to locate an authorized dealer with whom the first purchaser may initiate the warranty claims procedure.

The dealer along with Northport's Warranty/Service Manager will, within their sole discretion, decide as to the appropriate course of action concerning all warranty claims. Where it is determined by the dealer and Northport that the boat must be returned to Northport's factory for repairs, all costs involved with the return including de-rigging loading and unloading freight / transportation costs and re-rigging costs are the sole responsibility of the first purchaser. In all cases, the boat must be loaded and unloaded at the dealer's facility. Under no circumstances will Northport accept the return of a boat without prior consent of the Northport Warranty/Service Manager.

If for any reason a dealer does not provide satisfactory warranty service Northport's Warranty/Service Manager should be notified in writing with a full explanation of the details of the claim to be reviewed.

If a boat is being repaired by an authorized Northport dealer and has been at the dealer for more than fifteen (15) days, or if any claimed defect was not corrected after one (1) repair attempt by an authorized Northport dealer

Northport's Warranty/Service Manager must be notified immediately in writing via certified mail. Northport must receive written notice of any remaining warranty claim(s) prior to the expiration of any applicable Warranty and be allowed a reasonable opportunity to resolve the claim(s).

ALL CORRESPONDENCE INVOLVING WARRANTY OR SERVICE OF NORTHPORT BOAT PRODUCTS MUST INCLUDE THE HULL IDENTIFICATION NUMBER (SERIAL NUMBER). PROMPT ATTENTION AND SERVICE OF THE WARRANTY MAY BE DELAYED WITHOUT SUCH INFORMATION.

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MODEL _____ HIN _____

OWNER NAME _____

OWNER ADDRESS _____

DATE PURCHASED _____

DEALER _____

KEY NO. _____

By signing below, I assert that I am the first purchaser of the above-described boat, that I own the described boat, and that I have read, understand and agree to abide by all terms of the Express Limited Warranty.

DATE: _____
Signature of First Purchaser and Boat Owner

** Dealer from whom boat was purchased is to retain original Express Limited Warranty signed by owner, while providing owner and Northport with copies of such executed Warranty.