

# WARRANTY

## 2022 LIMITED PRODUCT WARRANTY

Limited warranty for the following models: Sunspree.

Manufactured by Premier Marine LLC sold in the continental United States and Canada.

### 1. IDENTITY OF WARRANTOR.

The boat as described and limited herein has its product warranty covered by the manufacturer and installer of the boats Premier Marine LLC, 26612 Fallbrook Avenue, Wyoming, MN 55092, a Minnesota corporation, hereinafter referred to as Premier Marine LLC. The warranty is administered by the Premier Marine LLC Service Department, 26612 Fallbrook Avenue, Wyoming, MN 55092.

### 2. WHO IS COVERED?

The warrantor, Premier Marine LLC, warrants the limited warranty to you, the original retail purchaser for private, non-commercial, normal use. Any product used for commercial purposes, including, but not limited to rental fleets, demonstrators, competitive racing and other commercial uses shall be warranted for thirty (30) days after the original purchase date unless stated elsewhere in the limited warranty and does not apply to the expressed limited warranty. Repossessed boats are void of any and all warranty coverage.

### 3. WHAT IS COVERED?

Except when stated limited throughout, this warranty covers the following caused by defects in material and workmanship for the portion of the boat manufactured by Premier Marine LLC:

**Lifetime (as long as it's the first owner, changes to 10 years with the second owner):**

- a. Tube Welds
- b. Marine Grade Wooden decking
- c. Other structural items such as, brackets
- d. Fencing including rails, panels, and gates
- e. Rotational molded furniture framework
- f. Non-powered Bimini frames

**7 year limited warranty from original purchase date (non-gelcoat portions):**

- a. Electrical Component parts
- b. Gauges, switches, fish/depth finder
- c. Bimini tops and playpen covers
- d. Furniture, including captain's chairs and fishing chairs
- e. Changing rooms
- f. Consoles, windshields, and steering wheels
- g. Flooring including Seagrass
- h. Live wells and plumbing
- i. Fuel system

**2 years after the original purchase date from a Premier Dealer:**

Items not covered are as follows: Gelcoat crazing, cracking, yellowing or blistering, minor gelcoat discoloration, or chalking may occur if regular washing and waxing has been neglected. Proper care of the gelcoat finish is the responsibility of the owner.



# WARRANTY

## Rentals and Commercial Use:

Commercial use of a Premier Marine boat for rental, hire, or timeshare is covered for one (1) year after the date of purchase. All other exclusions listed in the other terms and conditions of this warranty apply to rental, hire or timeshare use.

## 4. WHAT IS NOT COVERED ON MY BOAT?

1. Any equipment or appliances (engines, outdrives, propellers, batteries, and controls) not manufactured by Premier Marine LLC and are warranted directly by their respective manufacturer. Copies of these warranties should be provided to owner by the selling dealer at the time of purchase.
2. Any equipment, appliances, electronics, or wiring installed by the dealer or the owner.
3. Ordinary wear and tear
4. Damage caused directly or indirectly by or related to the following:
  - a. Failure to perform regular routine maintenance
  - b. Accidents, misuse, negligence, overloading, or improper handling
  - c. Alteration or modification of the product, including but not limited to, non-factory installed equipment, alterations for/or use for racing or other competitive activities.
  - d. Vibrations or noises caused by or linked to the movement of components included but not limited to squeaking, creaking, humming, and rattling
  - e. Improper trailering, improper trailer set up or failure to use a transom saver
  - f. Use of carpeted bunks in salt water conditions
  - g. Corrosion issues including but not limited to electrolysis, Galvanic Corrosion, and Rust
  - h. Damages caused by aquatic invasive species, including but not limited to Barnacles, or Zebra Mussels, etc.
  - i. Environmental Conditions, including but not limited to, salt, hail, road salt, chemicals in the atmosphere, freeze damage, mold, etc.
  - j. Mold, Mildew, or Microbial Pinking Vinyl
  - k. Rips, tears, snags or similar damage or failure of canvas, seagrass flooring, upholstery, vinyl, fabric, trim pieces, plastics, or zippers
  - l. Color fading caused by overexposure to the sun or improper covering and storage
  - m. Any damage caused by animals or wildlife
  - n. Loss of time, boat payments, travel expenses, inconvenience, transportation fees, and storage charges
  - o. Defects resulting in failure to provide routine maintenance in accordance with Premier's maintenance and care instructions.
  - p. Any expedited shipping fees for warranty replacement parts
  - q. Normal service items such as light bulbs, fuses, lubricants, and routine maintenance
  - r. Any published or stated performance characteristics or specifications, included but not limited speed or fuel and oil consumption.
  - s. Boat accessories/options if a replacement accessory is no longer available

Seven (7) Year Limited Warranty on all other items not specifically addressed above provided that the original owner registers the boat within ten (10) days of delivery of the boat by mail or through a current authorized Premier Marine LLC Dealer. The foregoing limited warranty on all other items not specifically addressed above shall automatically be reduced to five (5) years in the event the original owner fails to register the boat within ten (10) days of delivery of the boat by mail or through an authorized Premier Marine LLC Dealer.



# WARRANTY

## 5. OTHER WARRANTIES THAT MAY APPLY.

Additional component warranties may be provided by the respective manufacturers and not by Premier Marine LLC. Applicable warranties may be found in the product owner's packet or by contacting Premier Marine LLC Customer Service Department. Premier Marine LLC will not pay for any such warranty of the manufacturer whether or not they honor such warranty.

## 6. TRANSFERABILITY.

The wooden deck, rotation molded furniture framework, tube and railing weld warranty is transferable within seven (7) years of the original purchase date of the boat. Once transferred, coverage extends for a maximum of seven (7) years from date of original purchase. There is a \$350 warranty transfer fee and a completion of transfer form is required within 10 days of purchase through a current authorized Premier Marine LLC dealer.

## 7. OWNER'S RESPONSIBILITY.

The original owner is required to register this product within ten (10) days of delivery of the boat by mail or through a current authorized Premier Marine LLC Dealer. Owner must 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. Proper maintenance and cleaning of the Premier Marine LLC products and components are the responsibility of the owner. Failure of any product or component caused by improper cleaning procedures, negligence or faulty maintenance procedures is expressly excluded from the warranty. Proper boat registration in compliance with state and federal regulations and the purchase of insurance is the responsibility of the owner.

## 8. HOW TO GET LIMITED WARRANTY SERVICE.

To obtain warranty service, take your boat to the marine dealer where you originally purchased your product, or another current authorized Premier Marine LLC dealer, or another warranty service facility designated by Premier Marine LLC, and have a warranty claim submitted to Premier Marine LLC. If you or your dealer has moved, or if your dealer is no longer in business, visit the Premier Marine LLC web site at [www.pontoons.com](http://www.pontoons.com) or contact our Customer Service Department, 26612 Fallbrook Avenue, Wyoming, MN 55092, for the name of a Premier Marine dealer near you. Your claim must be made within thirty (30) days of the discovery of the defect. Based on the determination of Premier Marine LLC and subject to the terms of the warranty, the warranty repair work will be authorized by Premier Marine LLC.

## 9. WHO PERFORMS LIMITED WARRANTY SERVICE?

The best place to obtain warranty service is at the marine dealer where you originally purchased your product. If the dealer cannot perform the service work, visit the Premier Marine LLC web site at [www.pontoons.com](http://www.pontoons.com) for assistance. If you are unable to visit your original marine dealer, contact Premier Marine LLC, 26612 Fallbrook Avenue, Wyoming, MN 55092 for the name and location of a current Premier dealer near you.

In some instances, Premier Marine LLC may require that the boat or certain parts be returned to the Premier Marine LLC manufacturing facility for warranty service. Costs incurred for transporting the boat or parts to and from Premier Marine LLC are the responsibility of the owner.

# WARRANTY

## 10. DISPUTE RESOLUTION.

Should you be unable to resolve a disagreement with your service facility regarding your right to pursue warranty coverage for a needed repair, contact the Premier Marine LLC Customer Service Department (see address below). If a dispute about warranty service arises between Premier Marine LLC and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions. Unless otherwise agreed in the writing by the parties, the dispute will be submitted to a panel of three (3) arbitrators for a decision. The panel will be made up of one member appointed by Premier Marine LLC, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Arbitration to be held in Minneapolis, Minnesota. All legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Premier Marine LLC and Premier Marine LLC fails to abide by the ruling. The expenses of this arbitration will be paid by the party against whom the arbitrator(s) rule.

## 11. EXCLUSIONS AND LIMITATIONS.

Damages or missing items of any kind reported 24 hours after delivery to the dealer will be the dealer's sole responsibility, damages or missing items reported 24 hours after delivery to the retail customer will be the retail customer's sole responsibility. Abuse, misuse, unreasonable use, neglect of others, failure to observe proper maintenance and operating practices, failure to comply to the safety regulations listed in your operators manual, failure to trim boat properly or slowdown in rough water, immersion in water, electrolysis, salt water corrosion, towing behind other boats, improper trailers or trailering, trailering without proper transom and/or engine support, improper use or stress on components or parts, attempted disassembly without Premier Marine LLC authorization, accidents, acid rain, natural disasters or acts of God, or normal wear and tear or fading of fabrics and carpeting are not covered by warranty. Gelcoat/fiberglass damage caused by neglect, lack of maintenance, accident, abnormal operation, improper installation or service is not covered. Additional warranty exclusions include: Damage to the bimini top frame or canvas due to traveling in speeds in excess of 35 MPH, or improper storage/ use while trailering, failure to disconnect the front and rear bimini support legs before activating the power top. Breakage due to improper use of a ski tow bar, specifically the warning label, with instructions that exclude the use of inflatables or tubes. Any materials, vinyl, canvas etc. intended for indoor use with damage to UV light exposure is not covered.

Replacement parts provided under terms of the warranty will, whenever possible, match original equipment (but is not guaranteed). When necessary, Premier Marine LLC will substitute parts of comparable function and value. Premier Marine LLC will not be responsible for any sums exceeding the cost of defective part or product to the original purchaser. **Premier Marine LLC reserves the right to make changes without notice to the design, parts, or material of the product without incurring any obligation to maintain spare parts or incorporate such changes for product already manufactured by Premier Marine LLC.**

Warranty will not be extended to non-factory installed items, including, but not limited to, engines and the installation of its components or additional time for adjustments or final assembly for delivery. Premier Marine LLC will not be responsible, nor liable, for consequential indirect or incidental damages from use of equipment that exceeds the manufacturing load capacities, certification or horsepower for the product.

Modifications, alterations, or repairs performed by unauthorized personnel may invalidate all or part of the Premier Marine LLC warranty. Corrosion due to using non-marine grade screws and fasteners to add, replace, or repair any items will not be covered by warranty. Contact Premier Marine Customer Service Department before making any custom changes.

# WARRANTY

Premier Marine LLC shall not be responsible nor liable for consequential indirect or incidental damages, mental anguish or distress, such as damage or injury to persons, loss of property, loss of time or inconvenience, loss of revenue, loss of use or enjoyment, towing expenses, haul out or launching expenses, de-rigging or re-rigging charges, gasoline, mileage, Premier Marine LLC dealer or non-Premier Marine LLC dealer service calls/charges, transportation, telephone, loading expenses shrink-wrapping, International Brokerage fees or freight, winterizing or any similar cost not mentioned above. Damages are exclusively limited to the cost of repair and or replacement of the damage or defect part or parts, as the case may be, at the exclusive option of Premier Marine LLC and Premier Marine LLC shall not be responsible for any other damages whatsoever.

## 12. LIMITS OF THE WARRANTY.

This written statement of limited warranty represents the entire warranty authorized and offered by Premier Marine LLC. There are no warranties or representations beyond those express in this written document. It cannot be amended by any dealership, salesperson or agent. It expressly limits all warranties, including, but not limited to, by any way of specifications, both expressed and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of Premier Marine LLC. Warranty not to exceed the price paid for the boat. No warranties are made on products sold outside the continental United States or Canada.

## 13. STATE WARRANTY ENFORCEMENT LAWS.

Some states may have laws which permit owners to obtain a replacement unit or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, Premier Marine LLC requires that you first provide us with written notification of any service difficulty you have experienced with the pontoon, so that we have an opportunity to make any needed repairs, before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Premier Marine LLC Customer Service Manager at the address below. Always include your Hull Identification Number, found on the starboard aft deck bracket.

## 14. FEDERAL COMPLIANCE.

The terms of the warrantors undertaking expressed in this limited warranty are drafted to comply with the Magnusen Moss Warranty Legislation, P.L. 93-637 of 1974, and other applicable law. Any warranty provisions promulgated by the Federal Trade Commission pursuant to rules or any other law relative thereto are expressly incorporated herein. To the extent any provisions of this limited warranty are inconsistent with State laws, only those parts are void. **Premier Marine LLC Customer Service Department, 26612 Fallbrook Ave., Wyoming, MN 55092, Phone (651) 462-2880, Fax (651) 462-5703.**

