

Bentley Pontoons Limited Warranty

(Applicable on 2021 Model Year Boats & Newer)

Thank you for choosing to purchase a pontoon boat from Bentley Acquisitions, LLC (DBA Bentley Pontoons). Bentley Pontoons warrants all of its new boats to be free from defects in materials and workmanship under normal, non-commercial use (subject to the terms and conditions listed below) to the ORIGINAL RETAIL PURCHASER (hereinafter called "Consumer") when the boat is sold through an authorized Bentley Pontoons dealer.

1. IDENTITY OF WARRANTOR

This Limited Warranty on your Bentley pontoon boat is provided by the manufacturer, Bentley Acquisitions, LLC (Bentley Pontoons) subject to the terms and conditions set forth below. Bentley's address is 1650 Two Notch Road, Lexington, South Carolina, 29073.

2. What is Covered & Term

- a. **Limited Lifetime Structural Warranty:** Bentley warrants to the original retail purchaser that the following items will be free from structural failure resulting from defects in material and/or workmanship under normal, non-commercial use for the lifetime of the product. Warrantor will, at its sole discretion, repair or replace any structural items which fail as a result of defects in material and/or workmanship, free of charge for materials and labor to the original purchaser for the lifetime of the product
 - i. Pontoon Logs
 - ii. Motor Pods (Damage Caused by failure to support the motor during transportation is excluded)
 - iii. Structural Crossmembers
 - iv. Structural Portion of Rails & Gates
 - v. Plywood Decking
- b. **Five (5) Year Limited Vinyl & Floor Covering:** Vinyl Upholstery & Floor Coverings are warranted from failure due to abnormal fading, peeling or cracking for a period of (5) years. Coverage shall include replacement materials and/or labor, based upon an inspection by a qualified Bentley representative. Excessive deterioration or fading caused by overexposure to the sun, as a result of failure to properly cover the boat while not in use is excluded from this warranty. Damage caused by rips, tears, snags, and unraveling or other abuse is not covered under this warranty. Seat stains or discoloration from ink, drinks, leaves, pollen, micro-organisms, bacteria, fungus, mold, etc., are excluded from coverage under this warranty. Damage due to lack of maintenance or the use of improper cleaning agents voids this warranty. Woven & vinyl floor covering may show some slight variation in weave and can be affected by environmental conditions (such as temperature swings from cold to warm) and decking seams may be slightly visible. These attributes are inherent in the product construction and application are not defects in material or workmanship and are excluded.
- c. **Five (5) Year Limited Bimini Top & Playpen/Mooring Cover Fabric:** Bimini Top & Playpen Cover fabric is warranted against excessive loss of color or strength under normal exposure conditions. Damage caused by trailering, storms, excessive speeds, rips, tears, snags and unraveling or other abuse is not covered under this warranty. Stains or discoloration from ink, drinks, pollen, leaves, micro-organisms, bacteria, fungus, mold, etc., are excluded from this warranty. Damage due to lack of maintenance or the use of improper cleaning agents voids this warranty.
- d. **Five (5) Year Component Parts Warranty:** All other components that are not separately warranted by their respective manufacturer are warranted against material defect for a period of five (5) years from the date of original purchase.

The component parts not manufactured by Bentley Acquisition LLC are individually warranted by their respective manufacturers and not by Bentley Acquisition LLC. This includes the warranty on the motor which is covered by the motor OEM. Applicable warranty policies or statements for these items should be in the owners packet. Any warranty policies not delivered with the boat can be requested from Bentley Warranty Department. Examples of these items include but are not limited to gauges, radios, electronics, etc...

- e. **Transferable Warranty:** Bentley offers the ability to transfer the warranty from the original retail purchaser to a second owner (one time). This transfer must happen within the first ten (10) years from original retail purchase.
- i. When transferring the warranty, the **Limited Lifetime Structural Warranty** extends for a maximum of ten (10) years from original retail purchase date.
 - ii. The **Limited Vinyl & Floor Covering Warranty**, **Limited Bimini Top & Playpen Cover Fabric Warranty**, and **Limited Component Parts Warranty** all extend for a maximum of five (5) years from original retail purchase date.
 - iii. A warranty transfer is required to be done through an authorized Bentley Pontoons Dealer and the following items must be completed within 30 days from purchase:
 1. **Bentley Pontoons Second Owner Warranty Transfer Form**
 2. **Bentley Pontoons Warranty Transfer Inspection Report**
 3. **\$200 Transfer Fee Collected**

3. Exclusions & Limitations

This warranty does not cover:

- a. Any maintenance or repairs due to ordinary wear and tear
- b. Any damage caused by abuse, neglect, misuse, unreasonable use, overpowering, negligent operation, neglect of others, failure to observe proper maintenance and operating practices, failure to comply with applicable safety regulations, failure to properly trim boat or slowdown in rough water conditions, improper boat lifting or storage, or any acts of God.
- c. Any damage caused by environmental conditions, hail, freezing damage, road salt, chemicals in the atmosphere, mold, mildew, microbial pinking
- d. Any boat that has been used for racing purposes or modified in any way other than upon written instructions from Bentley Pontoons.
- e. Any boat not used in accordance with horsepower and load capacities on the capacity sticker.
- f. Any boat subject to improper trailering or loading.
- g. Damage done to Playpen/Mooring Cover due to trailering with cover on.
- h. Damage to the bimini top frame or canvas due to traveling at speeds in excess of 25 mph or improper storage while trailering, or excessive wind damage from leaving bimini up while docked.
- i. Any damage due to overloading a ski tow bar, pylon, tower or any other components.
- j. Any damage caused by alteration or modification of the product, including but not limited to non-factory installed equipment.
- k. Any damage caused by the application of anti-fouling paint or acid cleaning toons.
- l. Boat used in commercial or rental use.
- m. Gelcoat/ Fiberglass damage caused by UV exposure, crazing, cracking, or blistering.
- n. Galvanic or stray current corrosion, corrosion or any damage caused by salt water or brackish water exposure.
- o. Colorfastness of materials caused by overexposure to the sun or improper covering and storage of the boat.
- p. Any damage caused by use of improper cleaning solutions.

4. Owners Responsibility:

The owner is responsible for ensuring that the boat is registered within thirty (30) days of delivery of the boat. Selling Dealer is required to register the warranty using the online warranty registration form. Owner is responsible for proper maintenance, cleaning, and storage of Bentley

products and components. Failure of any product or component caused by improper maintenance, cleaning, or storage is expressly excluded from this warranty.

Owner must use an authorized Bentley dealer to obtain warranty service (unless preapproved through Bentley to use a non-authorized Bentley dealer) and all warranty work must be preapproved by the Bentley Warranty Department.

Owner is responsible for the expense associated with transporting the boat or component parts to and from the repair facility.

5. 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 authorized Bentley dealer, or another warranty service facility designated by Bentley, and have a warranty claim submitted to Bentley. For any questions regarding authorized dealers/service centers, contact Bentley Warranty Department, 1650 Two Notch Road, Lexington, SC 29073, or email warranty@bentleypontoons.com. Your claim must be made in writing and submitted within 30 days of the discovery of the defect and also within the warranty service period. Based on the determination of Bentley, and subject to the terms of the warranty, the warranty repair work will be authorized by Bentley. All warranty work must be preapproved by Bentley Warranty Department.

6. Who Performs Limited Warranty Service:

The best place to obtain warranty service is the Bentley dealer where you originally purchased your boat. If the dealer cannot perform the warranty work, they should contact the Bentley Warranty Department for assistance. If you are unable to visit your original selling dealer, contact Bentley Warranty Department, 1650 Two Notch Road, Lexington, SC 29073, Phone: 803.391.3000 or email warranty@bentleypontoons.com for the name and location of a Bentley dealer near you.

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

Modification of Products. Bentley reserves the right to make changes in design and product from year to year. Some repairs will need modified parts or products to make the repairs when the original material or parts are not available

LIMITS OF THE WARRANTY: THIS WRITTEN STATEMENT OF LIMITED WARRANTY REPRESENTS THE ENTIRE WARRANTY AUTHORIZED AND OFFERED BY BENTLEY WHICH, PURSUANT TO THE TERMS OF THE LIMITED WARRANTY, IS LIMITED TO REPAIR OR, AT THE OPTION OF BENTLEY, REPLACEMENT OF PARTS OR EQUIPMENT THAT ARE DETERMINED BY BENTLEY TO BE DEFECTIVE UNDER THE TERMS OF THIS WARRANTY.

ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE YEAR. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL BENTLEY PONTOONS BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR THE REDUCTION IN THE MARKET VALUE OF THE PONTOON CAUSED BY THE LACK OF REPAIRS, IN ANY CASE.

Choice of Law; Jurisdiction and Venue: This warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the State of South Carolina without reference to the choice of law or conflict of law principles thereof, and all claims relating to or arising out of this warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the State of South Carolina without reference to the choice of law or conflict of law principles thereof. To the extent any action is permitted in a court of competent jurisdiction, such action shall take place exclusively in the state courts sitting in Lexington County, South Carolina, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by South Carolina law.