

**LIMITED WARRANTY FOR NEW
2017 MODEL YEAR CARVER YACHTS**

1. Limited Warranty Coverage

Carver Yachts, a division of Marquis Yachts, LLC ("Carver") warrants that each 2017 Model Year Carver yacht purchased from an authorized Carver dealer, when properly used, will be free from defects in factory materials and workmanship for a period of two (2) years, subject to the exclusions discussed below. In addition, defects in factory materials and workmanship in structural fiberglass parts and components of the hull and deck causing the yacht to be unfit for general use as a pleasure craft under normal conditions of operation are warranted for ten (10) years, and defects in factory materials and workmanship that result in osmosis blistering of the exterior gel coat surface of the hull are warranted for five (5) years. If the yacht is used for commercial, rental, charter or other non-consumer purposes all warranty periods are limited to sixty (60) days. All warranty periods run from the date (the "Effective Date") of delivery to the original retail owner (the "Owner"), or twelve (12) months from the date the yacht was delivered to the Carver dealer, whichever is earlier. This limited warranty applies only to covered defects first arising and reported to Carver or its authorized dealer within the applicable warranty coverage period.

2. Limitation/Exclusion of Implied Warranties

The express limited warranty described above is the sole and exclusive express warranty from Carver. **Under the laws of certain states, there may be no implied warranties from Carver applicable to your boat, and all implied warranties (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) are excluded and disclaimed from warranty coverage where allowed by law. Any IMPLIED WARRANTIES** arising under applicable law are **LIMITED IN THEIR DURATION TO TWO (2) YEARS FROM THE EFFECTIVE DATE. ALL IMPLIED WARRANTIES, if any, INCLUDING MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED** IN THEIR ENTIRETY AFTER TWO (2) YEARS FROM THE EFFECTIVE DATE. There are no warranties which extend beyond the description on the face hereof. **NOTE: SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS THAT MAY VARY FROM STATE TO STATE.**

3. Limited Warranty Exclusions

Carver does not provide any warranty coverage, nor have any liability or responsibility, for any defects, costs, expenses or damages relating to the following:

- the failure to use, maintain or store the boat as specified in the manuals supplied to the Owner;
- components and parts (including engines, transmissions, generators, thrusters, air conditioning systems, stereos, televisions, appliances, navigation electronics, batteries, battery chargers, inverters, and passarelles) furnished or manufactured by OEM manufacturers or sellers (as to which Carver hereby assigns any applicable warranty coverage to the Owner). Note: it is the Owner's responsibility to complete any OEM warranty registration procedure that may be applicable;
- a yacht purchased from any party other than an authorized Carver dealer;
- a yacht, including components and systems, that has been altered or modified from factory specifications;
- equipment and accessories not factory installed by Carver;
- damage from osmosis blistering if the original gel surface has been altered in any way;
- damage or deterioration of cosmetic surface finishes, including corrosion, cracking, crazing, discoloration, fading or oxidation of gel coat and painted fiberglass surfaces, wood finishes (varnishes, stains and paints), fabrics, plated or painted metal and stainless steel finishes; anti-fouling bottom paint or zinc anodes;
- the cost to remove, disassemble or reinstall components not installed by Carver that require removal to access parts covered by this limited warranty;
- a Carver yacht which has been misused, operated in a negligent manner, used for racing or military purposes, operated without normal maintenance, operated contrary to any instructions furnished by Carver or its component suppliers, or operated in violation of applicable law or regulations;
- any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics;
- window glass and windshield damage, leaks or breakage; damage, shrinkage or deterioration of carpet, upholstery, and exterior canvas tops, enclosures, and weather covers;
- any damage, cost or expense caused by an accident, collision, grounding, or act of nature; and

- loss of time, loss of use, slip fees, maintenance costs, survey fees, inconvenience, travel expense, transportation costs, towing, or other matters not specifically covered hereunder.

4. Terms and Conditions of Claims under this Limited Warranty

Carver's limited warranty coverage is void and not effective unless Carver receives a Warranty Registration Form, duly completed and signed by the Owner, within fifteen (15) days of delivery of the Carver yacht. The Carver dealer from whom the yacht was purchased is available to provide assistance to the Owner in completing and filing the Carver Yachts Warranty Registration Form (or any OEM registration forms). **This Carver dealer is also the Owner's contact for reporting, claiming and receiving warranty service.** All repairs to be covered by this limited warranty must be pre-approved by Carver service personnel. Repair requests and approvals will be communicated through the appropriate Carver dealer. Employees of Carver dealers are not authorized to make warranties or approve warranty repairs other than those explicitly set forth herein and pre-approved by Carver service personnel. To obtain warranty service for your Carver yacht, including any allegedly defective part, your specific and detailed claim must be reported to and received by the authorized Carver dealer from whom the yacht was purchased within the applicable warranty period. All warranty repairs must be performed, at Carver's discretion, at the Carver dealer's servicing location or at a Carver-approved servicing facility. The Owner is responsible for all expenses associated with transporting the Carver yacht and/or defective part to and from the Carver Yachts service location.

5. Limitation of Remedies/Damages

The sole and exclusive remedy under this warranty (including any applicable implied warranty) is the repair or replacement (as determined by Carver, at its option) of defects in materials or workmanship covered by this limited warranty, **and does not include incidental or consequential damages which are specifically DISCLAIMED and EXCLUDED from this warranty.** 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.

6. Transfer of Limited Warranty

Any unexpired portion of this limited warranty may be transferred to a second owner upon purchase of the Carver yacht from an authorized Carver dealer. An inspection report by an accredited marine surveyor and written request to transfer this warranty must be made by the selling dealer within fifteen (15) days of the resale. A non-refundable recording fee of \$100.00 must accompany any transfer request. Carver reserves the right to reject a warranty transfer request for a Carver yacht that has been damaged, improperly maintained or otherwise previously excluded from warranty. Carver will confirm all warranty transfers in writing to the dealer and the second owner.

7. Other Important Information

Your acceptance of delivery of the warranted Carver yacht constitutes your acceptance of the terms of this limited warranty. Your Carver dealer is an independent business, and is not the agent of Carver. Your Carver dealer may not modify or change the terms of this limited warranty, and any questions concerning the scope of this limited warranty coverage should be addressed directly to Carver. Neither your Carver dealer nor anyone else is authorized to extend the time or scope of this warranty, or to create or assume for Carver Yachts any other obligation or liability with respect to Carver Yachts or this warranty.

Any legal action alleging a breach of this warranty (or any implied warranty) must be brought within one (1) year from the date the alleged breach first occurred. The exclusive jurisdiction and venue for any court action commenced by you under or relating to this limited warranty or any implied warranty(ies) shall be in the Circuit Court for Brown County, Wisconsin or United States District Court for the Eastern District of Wisconsin.

This document contains the entire warranty given by Carver and there are no terms, promises, conditions or warranties regarding your Carver yacht other than those contained herein. Carver reserves the right to change Carver specifications, features, and prices without prior notification and without obligation for Carver yachts previously manufactured.

For further information regarding this limited warranty, please contact Carver Yachts at Carver Yachts' Customer Service Department, PO Box 1010, Pulaski, WI 54162-1010, USA, Phone: (920) 822-3214.