



## **LIMITED GUARANTEE FOR NEW 2017 MODEL YEAR CARVER YACHTS**

### 1. Limited Guarantee Coverage

Carver Yachts, a division of Marquis Yachts, LLC ("Carver") guarantees 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 guaranteed 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 guaranteed for five (5) years. If the yacht is used for commercial, rental, charter or other non-consumer purposes all guarantee periods are limited to sixty (60) days. All guarantee 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 is delivered to the Marquis dealer, whichever is earlier. This limited guarantee applies only to covered defects first arising and reported to Carver or its authorized dealer within the applicable guarantee coverage period.

The Owner has legal rights under applicable national legislation and the Consumers Protective Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 governing the sale of consumer goods, and those rights are not affected by this limited guarantee. Any claim that the yacht was nonconforming at the time of delivery must be made within two (2) years from the date of delivery.

### 2. Limited Guarantee Exclusions

Carver does not provide any guarantee, nor has 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/guarantee coverage to the Owner; see your Marquis owner's packet or dealer for further information). Note: it is the Owner's responsibility to complete any OEM 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 guarantee;
- 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.

### 3. Terms and Conditions of Claims under this Limited Guarantee

Carver's limited guarantee coverage is void and not effective unless Carver receives a 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/Guarantee Registration Form (or any OEM registration forms). **This Carver dealer is also the Owner's contact for reporting, claiming and receiving guarantee service.** All repairs to be covered by this limited guarantee 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 guarantees or approve guarantee repairs other than those explicitly set forth herein and pre-approved by Carver service personnel. To obtain service under this guarantee for your Carver yacht relating to any allegedly defective or nonconforming part, notice of any defects or non-conformities must be given to your Carver dealer before the expiration of the applicable guarantee period and within two (2) months from the date on which any defect or non-conformity is first detected. All repairs under this limited guarantee 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.

### 4. Limitation of Remedies and Damages

This Limited Guarantee is the **sole and exclusive** warranty and guaranty from Carver, and **any implied warranties, guarantees or conditions are EXCLUDED AND LIMITED from coverage to the fullest extent allowed by law.** The **sole and exclusive** remedy under this guarantee or for any nonconformity existing at the time of delivery is expressly limited to repair or replacement (as determined by Carver, at its option) of defects in materials or workmanship, **and does not include incidental or consequential damages** (including claims for loss of use, transportation and related charges, inconvenience, towing and other charges) **that are specifically DISCLAIMED and EXCLUDED from this guarantee.**

### 5. Transfer of Limited Guarantee

Any unexpired portion of this limited guarantee 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 guarantee must be made by the selling dealer within fifteen (15) days of the resale. A non-refundable recording fee of \$100.00 (payable in United States funds) must accompany any transfer request. Carver reserves the right to reject a guarantee transfer request for a Carver yacht that has been damaged, improperly maintained or otherwise previously excluded from guarantee. Carver will confirm all guarantee transfers in writing to the dealer and the second owner.

### 6. Other Important Information

Your acceptance of delivery of the Carver yacht constitutes your acceptance of the terms of this limited guarantee. 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 guarantee, and any questions regarding the scope of this limited guarantee coverage should be addressed directly to Carver. Neither your Carver dealer nor anyone else is authorized to extend the time or scope of this guarantee, or to create or assume for Carver any other obligation or liability with respect to Carver or this guarantee.

This document contains the entire limited guarantee given by Carver in respect of your Carver yacht and there are no terms, promises, conditions or implied guarantees 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 guarantee, please contact Carver at:

Carver Yachts  
Attention: Customer Service Department  
PO Box 1010  
Pulaski, WI 54162-1010, USA  
Phone: (920) 822-3214