

# MB SPORTS 2017 LIMITED WARRANTY

THE ART OF BOAT MAKING



# THANK YOU FOR YOUR PATRONAGE.

THANK YOU FOR CHOOSING MB SPORTS AND WELCOME TO THE MB SPORTS FAMILY. WE KNOW THERE ARE MANY BRANDS THAT YOU HAD TO CHOOSE FROM AND EVERY BRAND OR COMPANY HAS THEIR UNIQUE STYLE AND OPTIONS WHICH MAKE THEIR BRAND UNIQUE. THAT COMPETITIVE PUSH WITHIN THE INDUSTRY ALLOWS MB SPORTS TO CONTINUE TO STRIVE FOR PERFECTION IN EVERYTHING WE DO. MANUFACTURING QUALITY PRODUCTS WHICH ENRICH THE LIVES OF THOSE WHO USE THEM THROUGHOUT THE WORLD, ALLOWS US TO CONFIDENTLY OFFER A WARRANTY WHICH PROVIDES PEACE OF MIND FOR OUR MB FAMILY USER.

THE ART OF BOAT MAKING IS NOT JUST A SLOGAN OR CATCHY TAG LINE, IT IS A WAY OF LIFE AND A COMMITMENT THAT WE AT MB SPORTS ARE COMMITTED TO. THERE ARE NO GUARANTEES YOU WILL NEVER NEED TO USE YOUR MB WARRANTY, WHAT IS GUARANTEED IS THAT YOU WILL BE TREATED FAIRLY BY A MANUFACTURE/BOAT BUILDER WHO CARES ABOUT YOU AND IS NOT INTERESTED IN OR SIDETRACKED BY THE INTERESTS OF FACELESS SHAREHOLDERS OR BOARD OF DIRECTORS. THIS WARRANTY IS FOR YOU TO BE CONFIDENT IN THE PRODUCT YOU HAVE PURCHASED FOR YOU AND YOUR FAMILY AND WE HERE AT MB SPORTS DO NOT TAKE THAT FOR GRANTED.

WE THANK YOU AND WELCOME YOU TO MB SPORTS.



# SECTION 1. MB SPORTS, LIMITED WARRANTY

MB SPORTS LIMITED WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHICH MAY BE EXPRESSED OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. MB SPORTS DISCLAIMS AND THE PURCHASER WAIVES ALL OTHER WARRANTIES OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW.

PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS UNDER THIS LIMITED WARRANTY, WITHOUT EXCLUSION MODIFICATIONS OR RESTRICTION OTHER THAN UNDER APPLICABLE LAW. MB SPORTS WILL NOT BE LIABLE TO, VACATION AND OR RENTAL EXPENSES OF ANY KIND, LOST WAGES, SLIP FEES, CAMP FEES, TRANSPORTATION FEES TO AND FROM REPAIR WHICH RESULT IN THE BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

THE LIABILITY OF MB SPORTS IS LIMITED TO THE LESSER OF THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE COMPONENT OR AFFECTED PORTION OF THE MB SPORT MODEL OR ACTUAL PRICE PAID FOR THE MB SPORTS MODEL.

SOME STATES DO NOT ALLOW LIMITATIONS ON THE LIMITS OR EXCLUSIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE, JURISDICTION, AND COUNTRY. TO THE EXTENT THAT YOUR STATE DOES NOT ALLOW ANY EXCLUSION OR LIMITATION EXPRESSED HEREIN, SUCH EXCLUSIONS OR LIMITATION WILL NOT APPLY TO YOU. ALL OTHER ALLOWABLE LIMITATIONS OR EXCLUSIONS SHALL APPLY TO YOU.

## SECTION 1.1 THE LIMITED WARRANTY APPLICATION AND TERMS.

MB SPORTS WARRANTS TO THE ORIGINAL OWNER OR PURCHASER WHOMEVER COMES FIRST THAT EACH NEW MB SPORTS MODEL SHALL UNDER NORMAL AUTHORIZED USE REMAIN FREE FROM DEFECTS IN CRAFTSMANSHIP AND MATERIAL DURING THE APPLICABLE WARRANTY PERIODS, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS AS DESCRIBED IN THIS LIMITED WARRANTY.

SUBJECT TO ALL OTHER TERMS, CONDITIONS AND LIMITATIONS: THE ORIGINAL PURCHASER AND OR OWNER OF THE BOAT AND SUBSEQUENTIAL OWNERS OF THE BOAT WHO PURCHASE THE TRANSFERABLE MB SPORTS WARRANTY THROUGH AN AUTHORIZED MB SPORTS DEALERSHIP, OR THE DATE THE BOAT WAS FIRST PUT INTO SERVICE AND QUALIFIES FOR A COMPLETE WARRANTY TRANSFER AS EXPLAINED BELOW WILL BE PROVIDED COVERAGE UNDER THE MB SPORTS WRITTEN LIMITED WARRANTY.

ALL WARRANTY IS SOLELY CONDITIONED TO THE TIMELY RETURN OF THE REGISTRATION CARD WITHIN FIFTEEN (15) DAYS OF PURCHASE AS A NEW MODEL AND OR A USED MODEL IN CONJUNCTION WITH A WARRANTY TRANSFER THROUGH AN AUTHORIZED MB SPORTS FACILITY. THIS REGISTRATION CARD MUST BE FILLED IN FULL AND REVIEWED AND APPROVED BY MB SPORTS BEFORE WARRANTY CONSIDERATION IS PROVIDED. THIS WARRANTY REGISTRATION CARD WILL ALSO PROVIDE ALTHOUGH NOT OBLIGATED OR WITHOUT CREATING SUCH OBLIGATION, ALLOW MB SPORTS TO NOTIFY OWNERS OF ANY NECESSARY PERFORMANCE ISSUES AND OR SAFETY MODIFICATIONS IF NEEDED.

THE LIMITED WARRANTY IS EXPRESSLY SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, AND LIMITATIONS. ALL WARRANTY APPLICATIONS ARE DEPENDENT ON THE PURCHASER FOLLOWING THE GUIDELINES ESTABLISHED FOR APPROPRIATE AND REASONABLE CARE OF THEIR MB SPORTS MODEL AND OPERATING SAID MODEL WITHIN THE GUIDELINES OF SAID OWNERS MANUALS RELATED TO THE ITEMS PLACED IN AN MB SPORTS MODEL AS DESCRIBED BY THEIR SPECIFIC MANUFACTURE. OWNERS AND OR PURCHASERS FAILURE TO FOLLOW SUCH GUIDELINES AND DIRECTION SHALL VOID THIS WARRANTY.

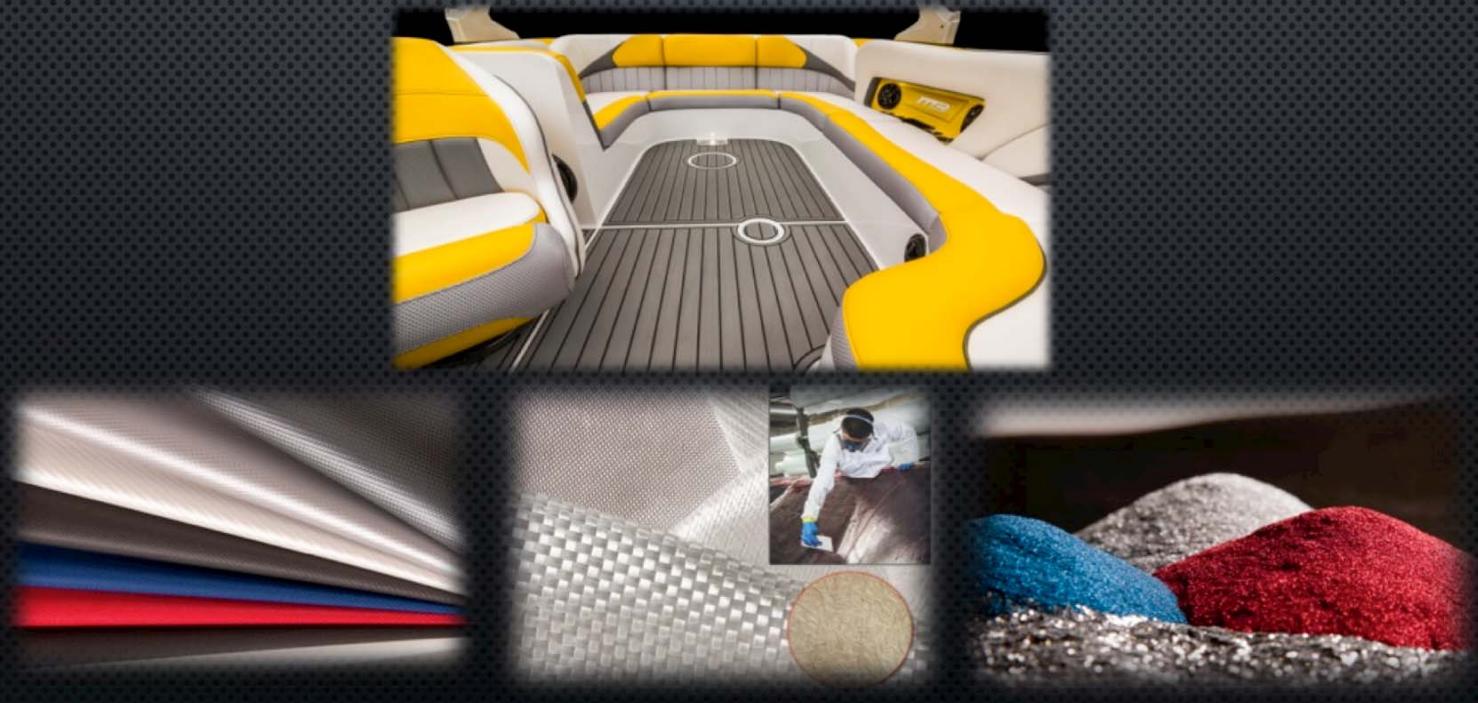
## SECTION 1.1 THE LIMITED WARRANTY APPLICATION AND TERMS. CONT:

ALL WARRANTY REPAIRS PERFORMED BY MB SPORTS OR ITS AUTHORIZED SERVICE FACILITIES WILL BE PERFORMED USING WITH EITHER NEW AND OR RE-MANUFACTURED PARTS.

MB SPORTS MAY AT ITS OPTION INSTALL PARTS WHICH HAVE SIMILAR OR GREATER PERFORMANCE CHARACTERISTICS IF AN ITEM BECOMES NO LONGER AVAILABLE FROM THE ORIGINAL MANUFACTURE OF SAID PART.

NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY ADDITIONAL OR REVISED STATEMENT, GUARANTEE, AND OR EXPRESSED OR IMPLIED WARRANTY COMMITMENTS ON BEHALF OF MB SPORTS OR ANY COMPONENT SUPPLIER BEYOND WHAT APPEARS WITHIN THIS LIMITED WARRANTY.

## SECTION 2. WHAT IS COVERED AND FOR HOW LONG



## SECTION 2 .1

# STRUCTURAL LIMITED WARRANTY

THE LIFETIME LIMITED HULL WARRANTY COVERS THE COST OF ALL PARTS AND LABOR NEEDED TO REPAIR ANY HULL, DECK, LINER, OR STRINGER SUPPLIED BY MB SPORTS THAT IS STRUCTURALLY DEFECTIVE IN MATERIAL OR WORKMANSHIP. FOR THE LIFE OF THE BOAT MB SPORTS WILL REPAIR STRUCTURAL MATERIALS OR STRUCTURAL WORKMANSHIP SUPPLIED BY IT DURING THE CONSTRUCTION OF THE HULL, FLOOR LINER, OR STRINGER SYSTEM WHICH ARE DETERMINED BY MB SPORTS TO CONTAIN SUBSTANTIAL STRUCTURAL MANUFACTURING DEFECTS. THIS STRUCTURAL LIMITED WARRANTY DOES NOT APPLY TO MB SPORTS GEL-COAT OR ANY COSMETIC ASPECTS OF THE LAMINATES FOR THE HULL, DECK, FLOOR LINER, OR STRINGER SYSTEM.



## SECTION 2.2, BASE LIMITED WARRANTY

FOR A PERIOD OF THIRTY-SIX (36) MONTHS, BEGINNING ON THE DATE OF ORIGINAL SALE OR FIRST PUT INTO USE, WHICHEVER COMES FIRST, MB SPORTS WILL REPAIR OR REPLACE MATERIALS OR WORKMANSHIP SUPPLIED BY MB SPORTS DURING CONSTRUCTION OF THE MB SPORTS MODEL, INCLUDING PARTS AND LABOR WHICH ARE DETERMINED BY MB SPORTS TO CONTAIN MANUFACTURING DEFECTS.

THE THIRTY-SIX (36) MONTH WARRANTY DOES NOT PROVIDE COVERAGE FOR ITEMS OR COMPONENTS USED IN CONSTRUCTION BY ANY THIRD PARTY MANUFACTURE OR EXTENDED WARRANTY PROGRAMS OFFERED BY ANY OTHER ENTITY OTHER THAN MB SPORTS.

IN THE EVENT ANY ITEM OR COMPONENT IS DEEMED VOID DUE TO ACTIONS AND OR INSTALLATIONS OF THE PURCHASER OR ANY THIRD PARTY OTHER THAN MB SPORTS, THIS LIMITED WARRANTY WILL NOT PROVIDE COVERAGE FOR THE ITEM OR COMPONENT WHICH FAILS AS A RESULT ON THIS TYPE OF INSTALLATION.

MB SPORTS AT ITS DISCRETION WILL REPLACE ANY ITEM DEEMED DEFECTIVE BY MB SPORTS WITH A SIMILAR OR LIKE VERSION OF THE ITEM IN THE EVENT THE ORIGINAL ITEM IS NO LONGER AVAILABLE AND OR A NEW UPDATED VERSION OF THE ORIGINAL PART IS PROVIDED TO MB SPORTS AS A SUITABLE REPLACEMENT.



## SECTION 2.3 BASE LIMITED WARRANTY UPHOLSTERY

FOR A PERIOD OF THIRTY-SIX (36) MONTHS BEGINNING ON THE DATE OF ORIGINAL RETAIL SALE OR FIRST PUT INTO USE, WHICHEVER MAY COME FIRST. MB SPORTS WILL REPAIR OR REPLACE UPHOLSTERY IN A 2017 MB SPORTS MODEL WHICH IS DETERMINED BY MB SPORTS TO CONTAIN MANUFACTURING DEFECTS. THE REPLACEMENT OR REPAIR OF UPHOLSTERY WILL BE DETERMINED BY MB SPORTS TO BE IN THE FORM OF BUT NOT LIMITED TO REPLACEMENT UPHOLSTERY SKIN OR SKINS, OR COMPLETE UNITS IF DEEMED NECESSARY.

EXCLUSIONS TO INCLUDE BUT NOT LIMITED TO CUTS, SCRAPES, SCRATCHES, STRETCHED VINYL, MOLDED VINYL, STAINS, NORMAL WEAR AND TEAR ARE NOT CONSIDERED MANUFACTURING DEFECTS.



## SECTION 2.4

### GELCOAT LIMITED WARRANTY

FOR A PERIOD OF TWELVE (12) MONTHS, BEGINNING ON THE DATE OF ORIGINAL SALE OR FIRST PUT INTO USE WHICHEVER MAY COME FIRST. MB SPORTS WILL REPAIR MATERIALS OR WORKMANSHIP SUPPLIED BY MB SPORTS, IN APPLYING THE GEL-COAT FINISH TO THE BOAT, WHICH ARE DETERMINED BY MB SPORTS TO CONTAIN SUBSTANTIAL MANUFACTURING DEFECTS.

MB SPORTS PRIDES ITSELF ON THE QUALITY AND CRAFTSMANSHIP PUT INTO EVERY MB SPORTS MODEL HOWEVER MINOR DISTORTIONS OR IMPERFECTIONS RESULTING FROM THE HANDCRAFTED APPLICATIONS OF THE GEL-COAT OF AN MB SPORTS MODEL ARE UNAVOIDABLE AND CONSIDERED NORMAL.

GEL-COAT IS A POROUS MATERIAL AND WATER STORAGE OF YOUR MB SPORTS MODEL FOR ELONGATED PERIODS OF TIME IS NOT RECOMMENDED. MB SPORTS RECOMMENDS REMOVING YOUR BOAT FROM WATER EVERY TWO WEEKS TO ALLOW THE BOAT TO COMPLETELY DRY TO ASSIST IN AVOIDING GEL-COAT DAMAGE SUCH AS BLISTERS, WATER LINES, ETC

(THIS GEL-COAT LIMITED WARRANTY SHALL NOT INCLUDE OR PROVIDE COVERAGE FOR THE GEL-COAT FINISH, TO INCLUDE BLISTERING, DISCOLORATION, SCRATCHING, STRESS OR STAND ALONE GEL CRACKS CAUSED BY NEGLIGENCE OR NORMAL USE, IMPACT OR COLLISION, STRESS CRAZING, FADING, OSMOSIS, DAMAGE CAUSED BY IN WATER STORAGE OR USE OF A MOORING COVER OR ANY OTHER TYPE OF BOAT COVER.)



TOMCAT

## SECTION 2.5 MB SPORTS LIMITED AND TRANSFERABLE WARRANTY

THE MB SPORTS LIMITED WARRANTY IS PROVIDED TO THE ORIGINAL OWNER (S) OF AN MB SPORT MODEL ORIGINALLY SOLD BY AN AUTHORIZED MB SPORTS FACILITY

A WARRANTY REGISTRATION CARD IS PROVIDED WITH EVERY NEW MB SPORTS MODEL. MB SPORTS REQUIRES ALL OWNERS AND OR PURCHASERS TO COMPLETE AND SUBMIT THIS CARD AT THE TIME OF ORIGINAL SALE AND OR SUBSEQUENT SALE TO INITIATE AND OR CONTINUE ALL LIMITED WARRANTIES DESCRIBED HEREIN.

IN THE EVENT OF RESALE ANY REMAINING WARRANTIES MAY BE TRANSFERRED TO THE SUBSEQUENT OWNER PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THIS MB SPORTS DOCUMENT ALONG WITH THE USE OF THE TRANSFER FORM PROVIDED WITHIN THIS DOCUMENT TO INCLUDE A VISUAL AND WRITTEN INSPECTION BY AN AUTHORIZED MB SPORTS DEALERSHIP TO BE SUPPLIED TO MB SPORTS FOR APPROVAL OF TRANSFER.

## SECTION 2.6 MB SPORT WARRANTY TRANSFER OPTION

MB SPORTS OFFERS A LIFETIME WARRANTY TRANSFER OPTION OF ANY 2017 MB SPORTS MODEL. A TRANSFER FEE OF FIVE HUNDRED (\$500.00) DOLLARS PAYALE TO MB SPORTS WILL INLCUDE THE LIMTED LIFETIME CONSTRUCTION WARRANTY AND ANY PORTION OF TIME REMAINING OF THE INITIAL THREE (3) YEAR BASE LIMITED WARRANTY ALONG WITH ANY REMAINING PORTION OF THE ONE (1) YEAR LIMTED GEL-COAT WARRANTY FROM THE ORIGINAL DATE OF SALE OR DATE FIRST PUT INTO SERVICE, WHICH EVER COMES FIRST.

ALL WARRANTY TRANSFERS MUST BE PERFORMED BY A CURRENT AUTHORIZED MB SPORTS DEALERSHIP, WHO WILL PROVIDE MB SPORTS A COMPLETED WARRANTY TRANSFER FORM ALONG WITH FIVE HUNDRED (\$500) DOLLARS FOR EVERY WARRANTY TRANSFER EACH TIME SAID 2017 MB SPORTS MODEL IS SOLD.

ALL WARRANTY TRANSFERS MAY BE TRANSFERRED SUBJECT TO A BOAT INSPECTION FEE TO BE DETERMINED BY AN AUTHORIZED MB SPORTS DEALERSHIP.

# SECTION 2.7

## MB SPORTS WARRANTY TRANSFER FORM

### MB SPORTS VESSEL INSPECTION SHEET

TO PROCESS INSPECTION ALL INFORMATION MUST BE COMPLETE OR FORM WILL BE RETURNED

MB SPORTS IS NOT RESPONSIBLE FOR THE COST OF A WARRANTY TRANSFER INSPECTION.

- HULL ID# \_\_\_\_\_ ENGINE S/N: \_\_\_\_\_ TRANS S/N: \_\_\_\_\_
- INSPECTING DEALER: \_\_\_\_\_ OWNER'S NAME: \_\_\_\_\_
- ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_
- CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
- PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ PHONE: \_\_\_\_\_
- EMAIL: \_\_\_\_\_ EMAIL: \_\_\_\_\_
- MODEL: \_\_\_\_\_ HOURS OF OPERATION: \_\_\_\_\_ ENGINE MODEL: \_\_\_\_\_
- OVERALL CONDITION OF VESSEL (CIRCLE ONE) EXCELLENT GOOD FAIR POOR
- IF YOU WERE TAKING THIS BOAT ON TRADE, WHAT WOULD BE YOUR CONCERNS?  
\_\_\_\_\_
- IS THERE EVIDENCE THE ENGINE HAS RECEIVED IT'S PERIODIC MAINTENANCE (RECEIPTS, TAGS, STICKERS)? \_\_\_\_\_
- IS THERE EVIDENCE THAT THE WIRING HARNESS HAS BEEN DISTURBED OR CUT INTO? \_\_\_\_\_
- DO ALL THE INSTRUMENTS AND ELECTRICAL COMPONENTS WORK PROPERLY? \_\_\_\_\_ . IF NO EXPLAIN: \_\_\_\_\_
- \_\_\_\_\_
- DOES THE QUICK FILL BALLAST SYSTEM FUNCTION PROPERLY? \_\_\_\_\_ . If no, EXPLAIN: \_\_\_\_\_
- DESCRIBE THE CONDITION OF THE UPHOLSTERY & INTERIOR: \_\_\_\_\_
- DESCRIBE THE CONDITION OF THE GELCOAT & EXTERIOR: \_\_\_\_\_
- VESSEL INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## SECTION 3. MB SPORTS: LIMITED WARRANTY EXCLUSIONS

### POWERTRAIN / ENGINE WARRANTY

INDMAR MARINE PRODUCTS MAINTAINS ITS OWN WARRANTY INDEPENDENT OF MB SPORTS. THE ENGINE WARRANTY FOR 2017 MB SPORTS MODELS IS FOR FIVE (5) YEARS OR 600 HUNDRED HOURS FOR NON-COMMERCIAL USE FROM THE ORIGINAL DATE OF SALE OR DATE THE MB SPORTS MODEL WAS FIRST PUT INTO SERVICE WHICHEVER COMES FIRST.

ALL ENGINE RELATED WARRANTABLE ISSUES FOR ANY AND ALL 2017 MB SPORT MODELS WILL BE HANDLED DIRECTLY WITH INDMAR MARINE PRODUCTS THROUGH AN AUTHORIZED INDMAR OR MB SPORTS DEALERSHIP. MB SPORTS WILL GLADLY ACT AS A LIASION AND ASSIST IN COMMUNICATION WITH INDMAR MARINE PRODUCTS, THE SELLING DEALERSHIP AND RETAIL CUSTOMER IN THE EVENT ANY WARRANTABLE ISSUE ARISES WITH THE ENGINE AND OR POWERTRAIN.



## SECTION 3. MB SPORTS: LIMITED WARRANTY EXCLUSIONS

MB SPORTS HOLDS NO RESPONSABILITIES FOR ALL TRAILERS SOLD WITH ANY AND ALL 2017 MB SPORTS MODELS. THE TRAILERS PURCHASED WITH ANY AND ALL 2017 MODEL ARE SOLD WITH THE SPECIFIC TRAILER MANUFACTURES INDEPENDENT WARRANTY FREE FROM MB SPORTS. WARRANTABLE ISSUES WITH THE TRAILER WILL BE DIRECTED TO THE MANUFACTURE OF SAID TRAILER. MB SPORTS WILL GLADLY ACT AS A LIASION AND ASSIST IN COMMUNICATION WITH SAID TRAILER MANUFACTURE, THE SELLING DEALERSHIP, AND RETAIL CUSTOMER IN THE EVENT ANY WARRANTBLE ISSUE ARISES WITH THE TRAILER.



## SECTION 3. MB SPORTS: LIMITED WARRANTY EXCLUSIONS

THE NEW 2017 MB SPORTS TOWER FROM STARONE IS A GENUINE WORK OF ART. BUILT OF SOLID BILLET ALUMINUM THE TOWER IS THE ULTIMATE COMPLIMENT TO THE QUALITY OF AN MB SPORTS MODEL.

FOR A PERIOD OF THIRTY-SIX (36) MONTHS BEGINNING ON THE DATE OF ORIGINAL RETAIL SALE OR FIRST PUT INTO USE, WHICHEVER MAY COME FIRST. THE STARONE TOWER WILL BE COVERED BY STARONE FOR MANUFACTURING DEFECTS INCLUDING PARTS AND LABOR WHICH ARE DETERMINED BY STARONE TO BE MANUFACTURING DEFECTS. MB SPORTS WILL GLADLY ACT AS A LIASION AND ASSIST IN COMMUNICATION WITH STARONE, THE SELLING DEALERSHIP, AND THE RETAIL CUSTOMER IN THE EVENT OF ANY WARRANTABLE ISSUE.

**(EXCLUSION: POWDER-COAT IS PURELY COSMETIC, THE REPAIR OF POWDER-COAT DUE TO CHIPPING, FLAKING, OR ANY OTHER COSMETIC ISSUE TO THE TOWER WILL NOT BE COVERED UNDER WARRANTY.)**



## SECTION 3.1

### LIMITED WARRANTY EXCLUSIONS

- BATTERIES SUPPLIED WITH 2017 MODEL MB MODELS WILL CARRY A ONE (1) YEAR WARRANTY FROM THE DAY OF ORIGINAL SALE.
- COMMERCIAL SEWING BOAT COVERS PROVIDED WITH 2017 MB SPORT MODELS CARRY A THREE (3) YEAR WARRANTY FOR MANUFACTURING DEFECTS FROM COMMERCIAL SEWING. DAMAGES WHICH RESULT TO THE BOAT DUE TO TRAILERING AND OR IMPROPER USE WILL NOT BE COVERED UNDER THE MB SPORTS WARRANTY. DUE TO MANY VARIABLE CONDITIONS TO INCLUDE BUT NOT LIMITED TO WIND, RAIN, AND OTHER NON CONTROLLABLE FACTORS MB SPORTS DOES NOT RECOMMEND TOWING WITH ANY TYPE OF BOAT COVER AT ANY TIME DUE TO DAMAGE OR SCARRING OF THE GEL-COAT AND OR APPLIED ITEMS TO THE BOAT. ITEMS WHICH ARE DAMAGED AS A RESULT OF TOWING WITH THE BOAT COVER ON WILL NOT BE COVERED UNDER WARRANTY.
- DAMAGES WHICH RESULT FROM OVERLOADING OR OVERPOWERING OF THE 2017 MB SPORTS MODEL, TO INCLUDE BUT NOT LIMITED TO AFTER-MARKET BALLAST SYSTEMS, EXCESSIVE WEIGHTING, ANY AND ALL ENGINE MODIFICATIONS, TOWBOOMS, WAKESURF OR WAKEBOARDING AFTER MARKET ENHANCEMENT ITEMS
- MB SPORTS DOES NOT WARRANT ANY AND ALL ITEMS INSTALLED AS AFTERMARKET ITEM WHICH WERE NOT USED IN THE MANUFACTURING PROCESS AS A STANDARD OR OPTIONED ITEM ON A 2017 MB SPORTS MODEL BUILT AT MB SPORTS.
- MB SPORTS DOES NOT WARRANT ANY AND ALL DAMAGES OR CONSEQUENTIAL DAMAGES WHICH RESULT FROM ITEMS INSTALLED IN OR ON LOCATIONS NOT DESIGNED AND OR NOTED BY MB SPORTS TO BE STANDARD LOCATIONS OF INSTALLATION ON THE 2017 MB SPORTS MODEL.
- DAMAGES WHICH RESULT BY TOWING THE BOAT WITH THE BIMINI TOP DEPLOYED WHILE DRIVING ON STREETS AND OR HIGHWAY WILL NOT BE COVERED UNDER THE MB SPORTS WARRANTY. THE BIMINI TOP IS NOT DESIGNED TO WITHSTAND THE FORCE GENERATED WHEN TOWING AT HIGHWAY SPEEDS. ALWAYS COLLAPSE THE BIMINI TOP AND STOW IN A SAFE LOCATION BEFORE TRAILERING.

## SECTION 3.1 LIMITED WARRANTY EXCLUSIONS CONT.

- DAMAGES WHICH RESULT FROM AFTERMARKET CLEANING PRODUCTS TO THE GEL COAT AND OR UPHOLSTERY INTERIOR WHICH ARE NOT SPECIFIED ON THE OWNERS FLASH DRIVE OR HANDOUT PROVIDED WITH EACH NEW MB SPORT MODEL.
- DAMAGES WHICH RESULT FROM GAS, FUEL, OIL, V-DRIVE AND TRANSMISSION FLUIDS.
- DAMAGES WHICH RESULT FROM IMPROPER WEIGHTING OF THE BOAT
- DAMAGES WHICH RESULT FROM FIRE AND OR SMOKE
- ABUSE OR NEGLECT
- NORMAL MAINTENANCE OF BOAT AND OR ANY COMPONENT USED IN THE CONSTRUCTION OF THE MB SPORTS MODEL DEEMED TO BE NORMAL WEAR AND TEAR OF THE BOAT BY MB SPORTS.
- DAMAGES CAUSED BY DEFECTS IN MATERIALS, COMPONENTS, OR PARTS NOT MANUFACTURED BY MB SPORTS
- MB SPORTS DOES NOT WARRANT ANY AND ALL DAMAGES OR CONSEQUENTIAL DAMAGES WHICH RESULT FROM OXIDATION, CORROSION, AND OR ELECTROLYSIS.
- MB SPORTS DOES NOT WARRANT ANY AND ALL DAMAGES OR CONSEQUENTIAL DAMAGES CAUSED BY VANDALISM OR THEFT.

## SECTION 3.1 LIMITED WARRANTY EXCLUSIONS CONT.

- DAMAGES WHICH RESULT FROM SWAMPING OR WATER BEING TAKEN ON OVER THE BOW OR TRANSOM, DUE TO WAVES CREATED DURING SURFING, WAKEBOARDING, SKING, OR GENERAL USE.
- DAMAGES WHICH RESULT DUE TO THE ALTERING OF THE MB SPORTS MODEL OF ANY KIND AFTER THE MB SPORTS MODEL LEAVES THE MANUFACTURING FACILITY IN ATWATER CALIFORNIA. THIS INCLUDES BUT NOT LIMITED TO THE INSTALLATION OF TOWERS, TOWER ACCESSORIES, LIGHTS, SPEAKERS, BIMINI TOPS, BALLAST SYSTEMS, SURF ENHANCEMENT ITEMS, TRAILERS, TRAILER ACCESSORIES, BOOMS OF ANY KIND, CANVAS ACCESSORIES, SNAP INSTALLATION, AND BOTTOM COAT PAINTING.
- DAMAGES CAUSED OR RESULTING FROM AN ACCIDENT, INCLUDING BUT NOT LIMITED TO: COLLISION, MISHANDLING, ALTERATION, OR NEGLECT.
- DAMAGES CAUSED BY VANDALISM OR THEFT.
- DAMAGES CAUSED BY ACID RAIN, ATMOSPHERIC FALLOUT, CHEMICAL TREATMENT, TREE SAP, URINE, SALT OR SALT WATER, OCEAN SPRAY, HAIL, RAIN, FLOODING, WIND, SAND OR OTHER NATURAL OCCURRENCES.

## SECTION 4 MAINTENANCE COSTS NOT COVERED.

THE MB SPORTS WARRANTY DOES NOT COVER THE COSTS OF REPAIRING DAMAGE CAUSED BY POOR OR IMPROPER MAINTENANCE. NOR DO THEY COVER DAMAGE CAUSED BY THE USE OF CONTAMINATED FUELS OR BY USE OF OILS, LUBRICANTS, CLEANERS OR FLUIDS OTHER THAN THOSE RECOMMENDED IN YOUR OWNERS MANUAL.

YOUR WARRANTIES DO NOT COVER THE COSTS OF YOUR BOATS NORMAL OR SCHEDULED MAINTENANCE, THE PARTS AND SERVICE THAT ALL BOATS ROUTIELY NEED. SOME OF THESE PARTS AND SERVICES WHICH INCLUDE BUT NOT LIMITED TO INCLUDE: INSPECTION, LUBRICATION, ENGINE TUNE-UPS, FILTER REPLACEMENT, COOLENTS, SPARK PLUGS, BULBS, OR FUSES, SEA WATER IMPELLERS, PROP SHAFT SEALS, CLEANINGS AND POLISHINGS.



## SECTION 4.1 CORROSION EXCLUSIONS

THE MB SPORTS WARRANTY DOES NOT COVER THE FOLLOWING: SURFACE CORROSION TO THE EXTERIOR GEL-COAT OF THE BOAT TO ALSO INCLUDE THE INTERIOR UPHOLSTERY AND COMPONENTRY CAUSED BY SUCH THINGS AS SALT, SALT SPRAY, SAND, TREE SAP, MOLD, MILDEW, ROAD DEBRIS, CORROSION CAUSED BY ACCIDENT, DAMAGE, VANDALISM, ABUSE OR BOAT ALTERATION.



## SECTION 4.2 COMMERCIAL USE OF 2017 MB SPORTS VESSEL.

MB SPORTS WILL NOT WARRANTY ANY 2017 MB SPORTS MODEL WHICH IS USED FOR COMMERCIAL USE TO INCLUDES BUT NOT LIMITED TO, ALL TYPES OF SKI, WAKEBOARD, OR WAKESURF SCHOOLS, LESSONS AND OR CAMPS.

MB SPORTS WILL NOT WARRANTY ANY 2017 MB SPORTS MODEL WHICH IS USED FOR ANY TYPE OF RACING AND ALL TYPES OF RENTAL, TIME SHARE, BOAT CLUB, BUSINESS OR COMMERCIAL USE.

## SECTION 4.3 TOTAL LOSS OR SLAVAGE.

MB SPORTS WILL NOT WARRANTY ANY 2017 MB SPORTS MODEL DECLARED TO BE A TOTAL LOSS, SALVAGE, BY ANYONE OR INSURANCE COMPANY AND OR DEPARTMENT OF MOTOR VEHICLE.

MB SPORT BOATS WILL DENY WARRANTY COVERAGE WITHOUT NOTICE IF IT LEARNS THAT THE BOAT IS INELIGIBLE FOR COVERAGE FOR ANY BUT NOT LIMITED TO ANY OF THESE REASONS.

## SECTION 5.0 PRODUCTION CHANGES 2017

ALTHOUGH MB SPORTS GOES TO GREAT LENGTHS DAILY TO BUILD THE BEST BOAT POSSIBLE, MB SPORTS IS CONSTANTLY STRIVING TO IMPROVE. WITH THAT BEING SAID, THERE MAY BE TIMES WHEN NEW ITEMS MAY COME INTO PRODUCTION AND MB SPORTS AND ITS DEALERSHIPS RESERVE THE RIGHT TO MAKE CHANGES IN BOATS BUILT OR SOLD BY THEM AT ANY TIME WITHOUT INCURRING ANY OBLIGATION TO MAKE THE SAME OR SIMILAR CHANGES ON BOATS PREVIOUSLY BUILT OR SOLD THROUGHOUT THE 2017 MODEL YEAR.

## SECTION 6.0

### HOW TO OBTAIN WARRANTY COVERAGE

FOR A COVERED REPAIR TO BE GIVEN WARRANTY CONSIDERATION IT IS YOUR RESPONSIBILITY TO NOTIFY AN AUTHORIZED MB SPORTS DEALER OF THE NON-COMFORMITY WITHIN THIRTY (30) DAYS OF ITS OCCURANCE OF FAILURE.

WARRANTY SERVICE MUST BE PERFORMED BY AN AUTHORIZED MB SPORTS DEALER. WE RECOMMEND THAT THE BOAT BE TAKEN TO YOUR SELLING DEALERSHIP, THEY KNOW YOU AND YOUR BOAT AND ARE THE MOST CONCERNED THAT YOU GET THE PROMPT AND HIGHEST QUALITY SERVICE. IF YOU MOVE OR ARE ON VACATION, WARRANTY SERVICE MAY BE REQUESTED FROM ANY AUTHORIZED MB SPORTS DEALERSHIP.

FOR ENGINE RELATED WORK YOU MAY HAVE ANY AUTHORIZED MARINE PRODUCTS DEALERSHIP WORK ON YOUR MB SPORTS MODEL FOR CONVENIENCE (ENGINE RELATED WORK ONLY)

## SECTION 6.1 STEPS TO HANDLING WARRANTY

STEP 1: DISCUSS YOUR PROBLEM WITH THE GENERAL MANAGER OR SERVICE MANAGER OF THE DEALERSHIP YOU PURCHASED YOUR MB SPORTS MODEL FROM AND HAVE THE DEALERSHIP WORK TO RESOLVE THE SITUATION

STEP 2: IF YOUR DEALERSHIP CANNOT RESOLVE THE SITUATION, CONTACT MB SPORTS CUSTOMER SERVICE DEPARTMENT. (209) 357-4153 OR EMAIL [WARRANTY@MBSPORTSUSA.COM](mailto:WARRANTY@MBSPORTSUSA.COM)

STEP 3: ONCE YOU HAVE FOLLOWED THE TWO STEPS DESCRIBED ABOVE, AN MB SPORTS REPRESENTATIVE AT MB SPORTS HEADQUARTERS WILL REVIEW YOUR SITUATION. IF IT IS SOMETHING THAT MB SPORTS CAN HELP YOU WITH, MB SPORTS WILL PROVIDE YOUR DEALER WITH ALL THE INFORMATION AND ASSISTANCE NECESSARY TO RESOLVE THE PROBLEM. EVEN IF MB SPORTS CANNOT SPECIFICALLY ASSIST YOU, MB SPORTS WILL ACKNOWLEDGE YOUR CONTACT AND EXPLAIN MB SPORTS' POSITION.

## SECTION 7

### MB SPORTS CUSTOMER SERVICE / WARRANTY CONTACT INFORMATION.

MB SPORTS' CORPORATE OFFICES AND CUSTOMER SERVICE / WARRANTY DEPARTMENT.

280 AIRPARK ROAD ATWATER, CA 95301

(209) 357-4153 OR [WARRANTY@MBSPORTSUSA.COM](mailto:WARRANTY@MBSPORTSUSA.COM)

