



**LOWE BOATS LIMITED WARRANTY**

**(NOT APPLICABLE TO LOWE PONTOON BOAT MODELS)**

Lowe Boats Division of Brunswick Corporation (“Lowe”) provides the following Limited Warranty to the first retail purchaser of a 2021 model-year Lowe boat, with the exception of the Lowe Pontoon Boat models which carry their own warranty, sold through an authorized Lowe dealer and operated under normal, recreational (non-commercial) use (“Lowe Boat”) subject to the remedies, exclusions, and limitations set out in this Limited Warranty.

1. Monohull Seam Welds Limited Lifetime Warranty. Lowe will repair or replace, at its sole discretion, any structural defect in material or workmanship in the main riveted or welded seams, located where the hull side meets the bottom chine or the transom, at the center of the hull, which is reported during the period of ownership of the first retail owner. This Limited Warranty may be transferred to a second owner for a period of five (5) years from the date of purchase by the original owner, for the remaining portion of the five (5) year period after the date of purchase by the original owner.
2. Ten Year Monohull Boats Hull Prorated Limited Warranty. Lowe will repair or replace, at its sole discretion, a defect in material or workmanship in any other part of the hull not covered by paragraph 1 above, which is reported within ten (10) years of the date of delivery to the first retail customer based on the following prorated schedule. This Limited Warranty may be transferred to a second owner for a period of five (5) years from the date of purchase by the original owner, for the remaining portion of the five (5) year period after the date of purchase by the original owner.

Year	1	2	3	4	5	6	7	8	9	10
Lowe Pays:	100%	100%	80%	70%	60%	50%	40%	30%	20%	10%
You Pay:	0%	0%	20%	30%	40%	50%	60%	70%	80%	90%

3. Plywood Limited Lifetime Warranty. Lowe will repair or replace, at its sole discretion, plywood found to be defective on any Lowe Boat, including, but not limited to plywood installed in decks, floors and transoms, if reported during the period of ownership of the first retail owner. This Limited Warranty may be transferred to a second owner for a period of five (5) years from the date of purchase by the original owner, for the remaining portion of the five (5) year period after the date of purchase by the original owner.
4. Limited Warranty on Components. Lowe will repair or replace defects, at its sole discretion, in material or workmanship on the factory-installed components if reported within three (3) years of the first retail purchase, if not otherwise referenced above or included in Exclusions. This Limited Warranty may be transferred to a second owner for a period of three (3) years from the date of purchase by the original owner.
5. Non-Transferrable Limited Paint Warranty. This Limited Warranty is not transferable. Lowe will provide to the first retail owner repair or replacement, at its sole option, of any defect in material or workmanship in:
  - (a) the original factory paint located above the water line on the Lowe Boat which is reported within three (3) years from the date of the first retail purchase. \* One (1) year on Jons and Utility Vs.
  - (b) the original factory paint located below the water line which is reported within one (1) year from the date of the first retail purchase.
6. Twelve (12) month Commercial Limited Warranty. Lowe will repair or replace, at its sole discretion, any structural defect in material or workmanship in the hull or deck on Lowe Boats used commercially, in government agency use, livery service or placed in demonstration use if reported within twelve (12) months of the first retail purchase subject to the remedies, exclusions, and limitations set out in this Limited Warranty (with the exception of exclusions on commercial use). As used herein, commercial use includes, but is not limited to, any for-profit use. Warranty coverage for in service rental vessels will be prorated to 80% in all instances. This Limited Warranty provision is not transferable.

## EXCLUSIONS

1. Any boat which has been salvaged or declared a total loss or a constructive total loss for any reason not covered herein;
2. Any defect due to the negligence or misuse of others, including failure to operate or maintain the product in accordance with acceptable boating practices and operation and maintenance instructions; unreasonable use; damage; accidents, alterations, abuse, improper rigging and installation by the owner or any other person or entity not being an authorized dealer, failure to trim the boat properly while running, failure to slow speed in rough seas or high wakes, beaching and grounding the boat, exceeding horsepower rating and load capacities as indicated on capacity plates fixed to the boat;
3. Defects due to racing or use of performance products placing undue stress on parts, like transom brackets, jack plates/set back plates, or shallow water anchors (i.e. Power Pole or Talon) on Stryker, Skorpion, Fishing Machine, Fish n Ski, Catfish, Deck boat, Roughneck, Jon, Utility V;
4. Ordinary wear and tear; derigging charges and re-rigging charges;
5. Damage to boat, mooring covers or bimini frames as a result of improper towing or use. Mooring covers are not intended to be used when towing. Bimini tops must be properly closed and in the trailering position when towing the vessel to avoid damage;
6. Damage due to inadequate trailer support, improperly designed or improperly assembled trailer or towing by another boat; Damage caused by an improper trailer or mismatching to a trailer or lift; failure to properly secure to the trailer or lift; or failure to apply proper transom and/or engine support when transporting or storing. Damage caused by carpeted trailer bunks, or debris and/or sand particles, or when used in saltwater environments. Repairs made necessary due to inadequate trailering, trailers improperly assembled, designed, adjusted, or maintained;
7. Damage resulting from oxidation, poulitice, galvanic, electrolytic corrosion, saltwater use or improper use of paints. Note that surface contaminants could cause oxidation if not removed from the vessel; therefore, owners should ensure that such contaminants are kept free from the vessel as needed;
8. Breakage or deterioration of the boat's surface finishes (such as fiberglass), including cracking, crazing, stars, chalking, blistering, discoloration or fading, windscreen, discoloration plated or painted metal and stainless-steel finishes, fabrics, vinyl, plastics, or graphics from improper use, storage or maintenance;
9. External finishes, including paint, bright metal surfaces, decals, rubber and plastic composites; and damage from oxidation, saltwater, galvanic or electrolytic corrosion, or improper use of antifouling paints;
10. Leakage around windshields, latches, hatches and other openings;
11. Furniture upholstery, protective covers, and carpet;
12. Out-drive, propellers, engines or component installation requiring make-ready servicing, adjustments or assembly for delivery;
13. Toilets, coolers, refrigerators and batteries;
14. Loss of time, inconvenience, rental charges, boat payments, transportation/travel costs incurred to return product to dealer and/or factory for repair, loss of use, haul out, launch, towing and storage charges, loss of or damage to personal property, or other remedies not specifically allowed;
15. Consequential, indirect, or incidental damages, or mental distress, including but not limited to damage to property, loss of revenue, towing expenses, haul out charges, gasoline, mileage, service calls;
16. Expenses associated with transporting the boat to and from the repair facility;
17. Any modifications to a Lowe Boat in design, manufacturing, standard options, accessories or warranties from previous Lowe Boats. Lowe may change the design or manufacture of a Lowe Boat without any obligation to modify previous boats;
18. Any failure or defect arising from a previous repair made by a non-authorized service provider; or injecting sealant into welds or keels, making it impossible to repair/reweld;
19. Any item exceeding the expressed coverage limits specified in this Limited Warranty.
20. Any defect or repair requiring redesign of the Boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction;
21. Damage, tearing, snags, fading, shrinkage, or deterioration of canvas, vinyl, upholstery, flooring, fiberglass, plastics, and enclosures, or to other soft goods as a result of improper storage or care;

22. Damage from rock chips, scratches, dents, road salt, tree sap, pollen, bird/spider droppings, acts of nature including but not limited to hail, lightning, windstorms, and abrasions from boat covers, beach sand and rocks;
23. Environmental damage (such as fading, mold or mildew) to canvas, zippers, vinyl, upholstery, isinglass or like material, flooring, fiberglass, plastic, and trim and/or excessive deterioration to canvas, vinyl, flooring or other soft goods caused by overexposure to the sun or improper ventilation as a result of covering the boat with a wet interior. Canvas used in mooring covers, bimini tops, and enclosures are intended to provide protection from sun exposure and are water resistant, they are not waterproof;
24. Damage caused by vandalism, collisions, rodents, battery acid, and chemical spills;
25. Damage caused to boat, from improper use of ski tows, ski tows are solely for pulling skiers, NO INFLATABLES.

#### **SOLE REMEDY**

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST LOWE FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Lowe reserves the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the product as of the date of the owner's claim. Acceptance of any product returned or any refund provided by Lowe shall not be deemed an admission that the product is defective. Products that are replaced become the property of Lowe.

#### **OTHER LIMITATIONS**

EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN EXPRESS LIMITED WARRANTIES BY LOWE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY LOWE ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. LOWE FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. TO THE EXTENT THE IMPLIED WARRANTY CANNOT BE DISCLAIMED, IT IS LIMITED TO THE SHORTER OF ONE YEAR FROM THE DATE OF DELIVERY TO THE FIRST RETAIL OWNER OR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW NEITHER LOWE, NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

RETAIL CUSTOMERS IN THE EUROPEAN ECONOMIC AREA (EEA) MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. THE RETAIL CUSTOMER'S LEGAL RIGHTS UNDER ANY APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS SHALL NOT BE AFFECTED. Information on authorized EEA dealers and EEA Privacy may be obtained by contacting Lowe and on <http://www.loweboats.com>.

#### **STATUTE OF LIMITATIONS**

Any action for rescission or revocation against Lowe shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant any consumer a right of rescission or revocation against Lowe, where such right does not otherwise exist under applicable law. Some states may not allow the applicable

statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail owner.

### COMPONENT WARRANTIES

Component parts not manufactured by Lowe and included under Exclusions may be individually warranted by the component manufacturer. Any assistance by Lowe and/or its dealers in administration or coordination of components which carry their own warranties shall not constitute an adoption of the warranty responsibilities of the component manufacturer.

### OWNER'S OBLIGATIONS

Our privacy policies are available at <http://www.loweboats.com>. To obtain service under this Limited Warranty, contact your Lowe dealer within the applicable warranty period. The owner is responsible for the expense associated with transporting the Lowe Boat to and from the repair facility. Owner must give Lowe the opportunity to repair or replace, at its sole discretion, any item covered by the specific terms of the Lowe Limited Warranty.

Please notify Lowe of any Lowe Boat being repaired by an authorized Lowe dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. Lowe must receive written notice of any remaining warranty claims prior to the expiration of this Limited Warranty and be allowed an opportunity to resolve the matter.

### WARRANTY TRANSFER POLICY

Certain warranty provisions set out above are transferable to any subsequent owner, except that this Limited Warranty will not transfer to any new owner of a Lowe boat which has been salvaged and resold, or resold after a declaration of a total loss or a constructive total loss, i.e. the cost of repair exceeds the value of the Lowe boat. The new owner must fill out and send in a Lowe warranty transfer form, available from authorized Lowe dealers or online at [www.loweboats.com](http://www.loweboats.com), a copy of the bill of sale, and a \$100 fee to Lowe Boats Warranty Transfer, at the address below, within thirty (30) days of purchase.

### GOVERNING LAW AND VENUE

This Limited Warranty shall be interpreted and construed according to and governed by the laws of the State of Tennessee, without regard to conflict of law principles. Venue for any and all disputes arising out of or related to this Limited Warranty, including without limitation the interpretation, performance or breach of this Limited Warranty, shall be solely and exclusively before the United States District Court for the Eastern District of the State of Tennessee. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406 (or any successor statutes) or the doctrine of *forum non conveniens*. If the United States District Court does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Knox County, Tennessee, and the parties consent to the personal jurisdiction of such court for the purpose of such litigation.

### SAFETY

It is your responsibility (as well as the responsibility of any other operator of this boat) to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating, navigation and boating safety. You and any other operator of this boat should take a course in boating and boating safety before operation of this boat and should be completely familiar with all systems regarding safe operation of this boat. Personal flotation devices should be worn by each passenger in accordance with U.S. Coast Guard standards and state and federal law.

### MODIFICATIONS & SEVERABILITY

**The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of this vessel may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a management level employee of Lowe. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.**

Lowe Boats  
2900 Industrial Drive  
Lebanon, Missouri 65536  
(800) 641-4372  
[www.loweboats.com](http://www.loweboats.com)