



LOWE BOAT EXPRESS LIMITED WARRANTY

for **PONTOON BOATS**

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

1. **Limited Lifetime Structural Hull Warranty.** Lowe will repair or replace, at its sole discretion, any defect in material or workmanship of the pontoon tubes, M-brackets, cross members, fence/gate rails, deck structure (plywood deck panels noted below), and motor mounts. This Limited Warranty may be transferred to a second owner for a period of ten (10) years after the date of purchase by the original owner, for the remaining portion of the ten (10) year period after the date of purchase by the original owner.
2. **Limited Lifetime Wood Decking Warranty.** Lowe will repair or replace, at its sole discretion, any structural defect in material or workmanship of the plywood deck panels during the period of ownership to the original Lowe Pontoon Boat retail owner. If repair or replacement of a plywood deck panel is necessary, the material covering the plywood deck panel will also be replaced with currently available material of equal or greater quality. This Limited Warranty may be transferred to a second owner for a period of ten (10) years after the date of purchase by the original owner, for the remaining portion of the ten (10) year period after the date of purchase by the original owner.
3. **Limited Ten-Year Bow-to-Stern Component, Material & Workmanship Warranty.** Lowe will repair or replace (includes parts and labor), at its sole discretion, any defect in material or workmanship which is not covered, limited, or excluded by any other provision of the Lowe Boats Express Limited Warranty, if reported within ten (10) years from the date of the first retail sale. This Limited Warranty may be transferred to a second owner for a period of seven (7) years after the date of purchase by the original owner, for the remaining portion of the seven (7) year period after the date of purchase by the original owner.

This ten-year bow-to-stern component warranty includes but is not limited to all electrical components, live-wells and plumbing, stereo, gauges, switches, and depth finder, Bimini top, console(s), windscreen and steering wheel, changing room (if equipped), furniture, marine grade carpet and vinyl; and fuel system.

4. **Twelve (12) Month Commercial Limited Warranty.** Lowe will repair or replace any structural defect in material or workmanship in the hull or deck on Lowe Boats used commercially, by government agency use, in 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 coverages 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. Environmental damage (such as 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.
3. Any boat, including its components, which has been altered or modified from Lowe factory specifications;
4. 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;

5. Damage to boat, mooring covers or bimini frames as a result of improper towing or use. Mooring covers and enclosures 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 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;
7. Breakage or deterioration of the boat's surface finishes (such as fiberglass), including cracking, crazing, stars, chalking, blistering, windscreen, discoloration plated or painted metal and stainless-steel finishes, or graphics from improper use, storage or maintenance;
8. Damage caused by vandalism, collisions, rodents, battery acid, and chemical spills;
9. Damage resulting from oxidation, poultice, galvanic or electrolytic corrosion, or 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 be kept free from the vessel as needed;
10. 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 or grounding the boat, exceeding horsepower rating and load capacities as indicated on capacity plates fixed to the boat;
11. Defects due to racing or use of performance products placing undue stress on parts, like jack plates or power poles;
12. Ordinary wear and tear; derigging charges and rerigging charges;
13. 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 of a pontoon to a trailer or lift; failure to properly secure the pontoon to the trailer or lift; or failure to apply proper transom and/or engine support when transporting or storing the pontoon. Damage caused by carpeted trailer bunks when used in saltwater environments. Repairs made necessary due to inadequate trailering, trailers improperly assembled, designed, adjusted, or maintained;
14. 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;
15. Leakage around windshields, latches, hatches and other openings;
16. 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;
17. 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;
18. Expenses associated with transportation to and from the repair facility;
19. Any representation relating to weight, capacity, speed, fuel consumption or other estimated performance characteristic;
20. Out-drive, propellers, engines or component installation requiring make-ready servicing, adjustments or assembly for delivery;
21. Toilets, coolers, refrigerators and batteries;
22. 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.
23. 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.
24. Any item exceeding the expressed coverage limits specified in this Limited Warranty.
25. 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.
26. Damage caused to boat from improper use of ski tows; ski tows are solely for pulling skiers, NO INFLATABLES.
27. Damage caused to boat or wake tower due to improper towing; wake tower must be in the upright position while trailering boat.

28. Any boat, used for racing, endurance testing, or operated contrary to Lowe instructions or in violation of any Federal, State, Coast Guard or other governmental agency laws, rules, or regulations.
29. Any failure or damage caused by dealer preparation, cleaning and final adjustments, alignments in preparing the boat for delivery, and routine fastener or component adjustments.
30. Lowe reserves the right to substitute like materials that are no longer offered or available (to include but not limited to vinyl, flooring, electronics, etc.). Some replacement items, such as vinyl or canvas, may not match original slightly due to normal fading from years of use. Lowe reserves the right to replace only the portion covered by warranty.
31. Commercial use will void any Limited Warranty provision with the exception of the Limited Commercial Warranty provision to the first retail owner. As used herein, "commercial use" includes but is not limited to any for-profit use.
32. Woven floor coverings may show some slight variation in weave and can be affected by environmental conditions (such as temperature swings from cold to warm). Deck board seams may be slightly visible. These attributes are inherent in the product construction and application and are not defects in material or workmanship and are excluded.

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 Pontoon 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 Pontoon Boat Warranty Transfer Form, available from authorized Lowe dealers or online at 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.