

## 5 YEAR TRANSFERABLE LIMITED WARRANTY - 2022 BOAT MODEL YEAR

Pleasurecraft Marine Engine Co., through its PCM Engines Division ("PCM"), warrants its new products to be free from defects in material and workmanship under normal use and service conditions. This warranty is extended only to the first registered owner or registered user, as well as all subsequent users who comply with PCM's warranty transfer policy and receive PCM's approval of warranty transfer. The obligation of PCM under this warranty shall be limited to the repair or replacement with new or reconditioned components, at PCM's option, of any product, or parts thereof, which have failed during the warranty coverage period specified below and are demonstrated upon examination to have failed due to defective material and/or workmanship.

### WARRANTY COVERAGE; TRANSFER; WARRANTY PERIOD

This warranty is extended to the first registered owner or registered user purchasing the engine at retail, as well as all subsequent users who, in accordance with PCM's warranty transfer policy and warranty transfer approval, must notify PCM within 30 days of any subsequent sale of the product at which time PCM will review for an approval of the transfer of any remaining portion of warranty coverage. To obtain a PCM Warranty Transfer Application, contact your local Pleasurecraft dealer or PCM's Warranty Services Department at (803) 345-0050. Certification of an inspection of the product by an authorized technician and payment of a warranty transfer fee are required to be submitted with the Application.

All components, other than those itemized below and those components that are warranted by PCM's suppliers, are warranted, solely for non-commercial use, for a period of 5 years or 1,000 hours of use, whichever first occurs, from the earlier of (1) the date of sale to the first registered owner or registered user, or (2) from the date the engine is first placed into service for demonstration or any other purpose prior to the sale of the engine to the first owner purchasing the engine at retail. Commercial use is defined as, but not limited to, use of the product by ski schools, for promotional use, for athletes' boats, for rentals, etc. In the case of commercial use of the product, the term of this warranty shall be for a period of 5 years or 1,000 hours of use, whichever occurs first, from the earlier of (1) the date in which the engine is first registered, or (2) within 30 days from the date the boat was manufactured.

Components not covered under this warranty:

- (1) Water pump impellers are not covered by this warranty.
- (2) Seals, gaskets, O-rings, and other materials affected by time are not covered by this warranty if their effectiveness is reduced by an extended storage period prior to sale or use of the product.
- (3) Items such as, but not limited to, lubricants, spark plugs and other items which are frequently replaced as part of routine maintenance.

### NO OTHER WARRANTY GIVEN

The obligations set forth in the preceding paragraphs are PCM's sole obligation and the owner's exclusive remedy. PCM makes no other express warranty. Any implied warranty of merchantability or fitness for a particular purpose that may be applicable to this product is limited in duration to the duration of this warranty. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No distributor, dealer, agent or employee of PCM is authorized to grant any other or further warranty or incur any additional warranty obligation on PCM's behalf in connection with the sale of its products. Any qualification or restriction contained herein which is prohibited by any law of mandatory application shall be deemed to be deleted from this warranty; however, such deletion shall have no effect on the remaining provisions hereof, all of which shall remain in full force and effect.

### REMEDIES

The obligation of PCM set forth in the first paragraph of this warranty shall be the exclusive remedy for any breach of warranty hereunder, and any owner or user's sole remedy in the event of breach of the warranty is repair or replacement of the product or any warranted part thereof as set forth in this warranty. With this sole exception, PCM shall not be liable for any direct or indirect, incidental or consequential damages, including without limitation, any damages for property damage, loss of use or loss of profits, loss of income, inconvenience, trailering, towing, haul out, launch and/or any other in and out of water expenses, storage charges, dockage charges, expenses to deliver or pick up the product being warranted to and from the dealer, telephone expenses, lodging expenses, travel expenses, mechanic travel time and mileage, damage caused by any occurrence of an insurable nature, rental of substitute equipment of any type, removal and replacement and/or modification of any boat parts to facilitate repairs, moving of furniture, carpets, cleaning, painting, carpenter work, or re-delivery charges. 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.

Any owner or user hereby waives for himself/herself/itself and his/her/its successor and assigns (a) any and all claims for punitive damages, and (b) all claims of negligence or strict liability or both. In no event will PCM's liability exceed the purchase price of the product(s) which is actually paid to PCM.

### OBTAINING PERFORMANCE UNDER WARRANTY

PCM's warranty registration form should be prepared by your selling dealer, executed by you and the dealer, and mailed by you to PCM within 30 days after the date of your purchase of the product. Upon receipt of the warranty registration form, PCM will issue to you a personalized owner's registration card which will be mailed directly to you. If the owner's registration card is not received within 8 weeks after the date of purchase, please write to PCM at the address set forth below.

At the time that a claim for warranty service is made, the owner's registration card should be presented to the person or entity providing warranty service. Authorized PCM dealers or distributors are entitled to be reimbursed by PCM for some or all of the expense of warranty repairs; thus, service under the terms of this warranty will be performed by an authorized PCM dealer or distributor without charge for established flat rate labor or replacement parts, other than items not covered by the warranty, such as, but not limited to, water pump impellers, seals, gaskets, O-rings and other materials affected by time if their effectiveness is reduced by an extended storage period prior to sale or use of the product, and lubricants, spark plugs and other items which are frequently replaced as part of routine maintenance. Charges for additional non-warranty work and/or additional dealer charges for labor relative to warranty work in excess of flat rate must be paid for by the owner.

Prior authorization in writing must be obtained from PCM for any warranty repairs over \$50.00 and in all cases where the owner fails to establish the purchase and warranty expiration dates with the owner's registration card sent upon receipt of the warranty registration form by PCM. While failure to present the owner's registration card will not prevent you from obtaining coverage hereunder, this warranty shall not be effective and, therefore, cannot be honored until the product purchase date can be confirmed by PCM. If the card is lost, communicate with PCM at the address listed below, and, for a processing fee of \$10.00, a new owner's registration card will be issued to you.

Any questions concerning service, parts or this warranty should be directed to your selling dealer. If your dealer is unable to assist or if you relocate, if you are traveling or if you need a referral to your nearest dealer, contact: Pleasurecraft Marine Engine Co., P.O. Drawer 369, Little Mountain, SC 29075 ((803) 345-0050).

### FAILURES EXCLUDED FROM WARRANTY

This warranty will not apply to any failure which results from accidents, sinking, fire, neglect, abuse or abnormal service or use, such as racing, towing or operation in water of insufficient depth, or to any failure resulting from improper installation, improper adjustments, repairs or improper delivery service, or to any failure resulting from the use of parts, fuels, oils or lubricants not suitable for use with the product and/or materials or parts not approved by PCM. This warranty does not apply to any engine or drive which has been modified, or altered, or repaired in such a manner as, in the opinion of PCM, to affect its stability, reliability or performance. Further, this warranty will not apply to product failure resulting from (1) use of non-recommended lubricants or fuels, (2) failure to follow maintenance or lubrication schedules, (3) failure caused or contributed to by improper or contaminated fuel, (4) failure caused by water intrusion, salt corrosion to external components, or improper installation or misapplication of the engine or drive, (5) the owner's or operator's failure to exercise due or normal care and precaution, (6) failure of components and/or assemblies that are warranted by PCM suppliers, and (7) damage resulting from the owner's or operator's failure to timely replace failed water pump impellers, seals, gaskets and O-rings.

### OWNER'S RESPONSIBILITY

Performance under this warranty shall be conditioned upon the first registered owner's or registered user's compliance with the following requirements:

- (1) Owner or user shall verify that the pre-delivery service has been performed, all requested information recorded and that the selling dealer has signed the warranty registration.
- (2) Owner or user shall promptly mail the warranty registration to PCM after accepting delivery.
- (3) Owner or user shall follow the instructions in the owner's manual regarding operation, break-in, lubrication and fuel.
- (4) Owner or user shall follow or comply with the maintenance schedule, operation limits, and lay up instruction, as outlined in the owner's manual. Pleasurecraft original equipment genuine marine engine parts should be used whenever service or repairs are performed.

### CHOICE OF LAW

This limited warranty shall be governed by, and construed and interpreted in accordance with, the local laws of the State of Ohio (without application of its conflicts of laws principles), except only to the extent replaced or precluded by other law of mandatory application.

### GENERAL

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

The PCM Federal/California Emissions Warranty and Federal/California Emissions Control Warranty Statement are separate documents included in the owner's manual. Any questions concerning the Emissions Warranty can be obtained by calling PCM at (803) 345-0050.

PCM's policy is one of continued improvement of its products, and PCM hereby reserves the right to improve and change the design and production of any of its products without assuming any obligation to modify products previously manufactured and/or sold.