



**BAYLINER RUNABOUT, CUDDY, CENTER CONSOLE & DECK BOAT
LIMITED MANUFACTURER TRANSFERABLE WARRANTY (OUTSIDE THE US AND CANADA)**

The Bayliner Marine Division of Brunswick Family Boat Co. Inc., ("Bayliner") provides the following Limited Manufacturer Warranty to the original retail owner of its Bayliner Runabout, Cuddy, Center Console, and Deck Boat model boats ("Boat"), if purchased from an authorized dealer and operated under normal, noncommercial use, subject to the remedies, exclusions, and limitations set out in this Limited Manufacturer Warranty.

SCOPE

This Limited Manufacturer Warranty applies only to Bayliner Boats purchased outside of the US and Canada, including the territory of the European Union and Australia, and to recreational use customers only (not commercial users). Commercial Use is defined as any use of the product which generates income, even if the product is only occasionally used for such purposes and the details of the Commercial Use Warranty are set forth below.

Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order to maintain Limited Manufacturer Warranty coverage.

Limited Lifetime Structural Hull Warranty to Original Retail Owner: Bayliner will repair or replace, at its sole discretion, any Structural Hull Defect, as defined below, which is reported during the period of ownership of the original retail owner. For purposes of this Limited Manufacturer Warranty: 1) The "Hull" shall mean the single fiberglass molded shell and integral structure within that shell, including stringers, floorboards and related structural reinforcements, all of which are below the hull flange; and 2) a "Structural Hull Defect" shall mean a substantial defect in materials or workmanship in the Boat's Hull which causes the Boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

Limited Ten-Year Structural Hull Warranty to Second Retail Owner: Upon the second owner's receipt of a transfer confirmation notice from Bayliner, Bayliner will repair or replace, at its sole discretion, any Structural Hull Defect, as defined above, which is reported within ten (10) years of the Boat's date of sale to the original retail owner.

Limited Five-Year Structural Deck Warranty: Bayliner will repair or replace, at its sole discretion, any Structural Deck Defect, as defined below, which is reported within five (5) years of the Boat's date of sale to the original retail owner. For purposes of this Limited Manufacturer Warranty: 1) The "Deck" shall mean the molded fiberglass shell and integral fiberglass structural components above the hull flange (i.e. gunwale); and 2) a "Structural Deck Defect" shall mean a substantial defect in fiberglass materials or workmanship in the Boat's Deck which causes the Boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

Limited One-Year Parts and Components Warranty: Bayliner will repair or replace, at its sole discretion, any part or component found to be defective in factory materials or workmanship, which is not covered, limited, or excluded by any provision of this Limited Manufacturer Warranty, if reported within one (1) year of the Boat's date of sale to the original retail owner.

Limited Two-Year Fuel System Warranty: Bayliner will repair or replace, at its sole discretion, any part or component related to the evaporative emission-related part on your spark-ignition marine watercraft found to be defective in factory materials or workmanship, which is not covered, limited, or excluded by any provision of this Limited Manufacturer Warranty, if reported within two (2) years of the Boat's date of sale to the original retail owner.

Limited Engine Warranty: Retail owners will be entitled to the limited engine warranty as provided in the warranty manual from the engine manufacturer that was delivered to the retail owner with of his or her Bayliner Boat.

EXCLUSIONS

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts ("Component Manufacturer") on the Boat are hereby assigned to the owner, to the extent permitted by the Component Manufacturer, as the owner's sole and exclusive remedy with respect to such items. Any assistance by Bayliner and/or its authorized dealers with regard to component warranties shall not constitute an adoption of the responsibilities of a Component Manufacturer with regard to its component warranties. This Limited Manufacturer Warranty does not apply to any Boat which has been salvaged or declared a total loss or a constructive total loss for any reasons not covered in this Limited Manufacturer Warranty. This Limited Manufacturer Warranty also does not apply to the following items:

1. Equipment or accessories which are not installed by Bayliner or which carry their own individual warranties, including but not limited to engines and engine components, drive trains, props, batteries, propellers, controls, steering mechanisms, and electronics;
2. Windshield damage or breakage;
3. Rainwater leakage, including rainwater leakage through windshields and convertible tops;
4. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading or oxidation of gel coat, wood finishes (varnishes, stains and paints), fabrics, vinyls, plastics, trim tape, plated or painted metal, stainless steel finishes, anti-fouling bottom paint, or zinc anodes; Hull blisters that form below the waterline;
5. Any Boat which has been altered or modified from Bayliner factory specifications;
6. Any Boat initially sold at retail by a party other than an authorized Bayliner dealer;
7. Any Boat which has been used for racing or military purposes, or which has been overpowered according to Bayliner factory specifications for such Boat;
8. Any Boat used for Commercial Purposes, except as provided below. Commercial Purposes, as used herein, includes but is not limited to any for-profit use;

9. Any failure or defect caused by an accident; product abuse or misuse; improper rigging and installation by an owner or any other person or entity not being an authorized dealer; failure of the owner to use, maintain, or store the Boat as specified in Bayliner's owner's manual(s); and any other failure to provide reasonable care and maintenance. Normal wear and tear maintenance items are excluded from warranty coverage. including but not limited to filters, bulbs, batteries, bungees, wiper blades, and anchor rope;
10. Any transportation, haul out, or other expenses incurred in returning the Boat to the selling dealer or to the Bayliner factory for warranty service;
11. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics;
12. Damage, shrinkage, or deterioration of carpet, upholstery and exterior canvas tops, enclosures, and weather covers (including rainwater leakage);
13. Any failure or defect caused by an act of nature resulting in damage, cost, or expense;
14. Any failure or defect arising from a previous repair made by a non-authorized service provider;
15. Any item exceeding the expressed coverage limits specified in this Limited Manufacturer Warranty; and
16. 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.

COMERCIAL USE WARRANTY

For any Bayliner Boats used for commercial or revenue-producing purposes, the terms of this warranty will only apply for a period of ninety (90) days from the date of purchase by the original owner. All other warranties are disclaimed.

SOLE REMEDY UNDER THIS LIMITED WARRANTY

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED MANUFACTURER WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST BAYLINER FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE UNDER THIS LIMITED WARRANTY. In keeping with environmental policies and practices, Bayliner 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 Manufacturer 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 Bayliner shall not be deemed an admission that the product is defective. Products that are replaced become the property of Bayliner.

OTHER LIMITATIONS

EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN LIMITED WARRANTIES BY BAYLINER, THERE ARE NO OTHER LIMITED WARRANTIES EITHER EXPRESSED OR IMPLIED PROVIDED BY BAYLINER ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED TO THE EXTENT ALLOWED BY LAW. BAYLINER 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 MANUFACTURER 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 LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW NEITHER BAYLINER, 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 JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME JURISDICTIONS 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.

ACCESS FOR SERVICE

The owner must provide Bayliner with a reasonable opportunity to repair, and reasonable access to Bayliner Boat for warranty service. Warranty claims shall be made by delivering the Bayliner Boat for inspection to a Bayliner dealer authorized to service the product. If the owner cannot deliver the product to such a dealer, written notice must be given to Bayliner. Bayliner will then arrange for the inspection and any covered repair and the owner shall pay for all related transportation charges and/or travel time.

STATUTE OF LIMITATIONS

Without prejudice to your mandatory statutory rights, any action for rescission or revocation against Bayliner 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 Bayliner, 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. This section shall not apply to Bayliner Boats purchased in Australia.

ASSIGNMENT OF COMPONENT WARRANTIES

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts on the boat (collectively "Component Manufacturers") are hereby assigned to the owner to the extent permitted by the Component Manufacturers, as the owner's sole and exclusive remedy with respect to such items.

OWNER'S OBLIGATIONS

Contact the selling Bayliner dealer to set up an appointment for warranty repairs. All warranty work or repairs must be referred to the selling dealer (unless otherwise approved by Bayliner) for authorization as a condition precedent to Limited Manufacturer Warranty coverage. Bayliner must receive written notice of any remaining warranty claims from the owner prior to the expiration of the owner's Limited Manufacturer Warranty, and the owner must allow Bayliner an opportunity to resolve the matter. The owner must notify Bayliner of any Boat being repaired by an authorized Bayliner dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt.

REGISTRATION & WARRANTY TRANSFER POLICY

Please submit the product registration card within thirty (30) days of delivery of the Boat in order to activate warranty coverage. Information about our Privacy Policies can be obtained at www.bayliner.com. This Limited Manufacturer Warranty extends only to the first retail purchaser. The unexpired terms of the Limited Five-Year Structural Deck Warranty and the Limited One-Year Parts and Components Warranty provisions may be transferred to a subsequent owner upon the new owner's request and the Limited Ten-Year Structural Hull Warranty to Second Retail Owner may be transferred to a second owner, except this Limited Manufacturer Warranty will not transfer to any subsequent owner of a Boat which has been salvaged or resold after declaration of a total loss or a constructive total loss, i.e., the cost of repair exceeds the value of the Boat. Bayliner reserves the right to reject any warranty transfer request for a Boat that has been damaged, neglected, or otherwise previously excluded from its Limited Manufacturer Warranty. The new owner can submit written request to Bayliner within thirty (30) days of the purchase of the Boat. The transferred provisions of the Limited Manufacturer Warranty will become effective when the second owner receives a transfer confirmation notice from Bayliner.

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 Bayliner. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

THE FOLLOWING SECTION IS APPLICABLE TO AUSTRALIAN CONSUMERS ONLY

Bayliner Boats come with guarantees that cannot be excluded under the Australian Consumer Law. Retail owners are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Retail owners are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This Limited Manufacturer Warranty does not cover any expenses that retail owners may incur claiming the Limited Manufacturer Warranty.

The benefits to retail owners given by this Limited Manufacturer Warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the Limited Manufacturer Warranty relates.

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 applicable standards and state and federal law.

For further information regarding this Limited Manufacturer Warranty, please contact Bayliner at:

Bayliner

800 S. Gay Street, Suite 300

Phone: 011 1 (865) 971-6311

Email: boathelp@usmboats.com

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WARRANTY