

C & C Marine Inc.

***Manufacturer of
NorthCoast Boats™***

**75 Ballou Blvd.
Bristol, RI, 02809**

**Tel: 401-254-4342
Fax: 401-254-8978**

**NORTHCOAST BOATS™
LIMITED WARRANTY- RECREATIONAL BOATS**

1. The "Federal Boat Safety Act of 1971" requires all boat manufacturers to maintain a record of all first retail purchasers and their current addresses for the purpose of notification in case of defective parts or equipment or in case of non compliance with standards or regulations set forth by this act. Under the act, the failure to complete and return your factory warranty card for our records will waive your right to notifications of defect and/ or repair at manufacturer's expense.
2. **Hull Warranty:** C & C Marine, Inc.(Manufacturer of NorthCoast Boats™) warrants to the first purchaser and any subsequent owner that the hull and stringers will be free from structural defects in materials and workmanship for a period of TWELVE (12) YEARS from date of purchase from dealer or manufacturer subject to the conditions set forth below.
3. **One year components warranty:** C & C Marine, Inc. warrants to the purchaser or owner that for one year (1) after the date of purchase, all boat components manufactured by C & C Marine, Inc. shall be free from defects due to material or workmanship under normal non commercial use.
4. **Exclusions: A.)** This warranty will apply only to boats used in normal recreational boating activities. Boats used in any governmental, commercial or revenue producing activity of any kind, including but not limited to charter or rental fleets, are excluded from coverage under this warranty. **B.)** Parts or accessories that were dealer or owner installed items are the responsibility of the dealer or owner. **C.)** This warranty does not apply to cosmetic defects, including but not limited to, gelcoat cracking, chalking, crazing, discoloration, yellowing, blistering, nor, graphics or coloration problems. **D.)** Fiberglass blistering attributable to water penetration of the fiberglass (osmosis) is specifically excluded from this warranty coverage. **E.)** This warranty does not apply to problems caused by improper maintenance, abuse, vandalism, lack of maintenance, improper storage, improper hauling or transport, normal wear and tear, misuse, neglect, accident, corrosion, electrolysis, improper operation, or Acts of God **F.)** Windshield breakage and/ or leakage are not covered by this warranty. **G.)** Fuel contamination of any kind is specifically excluded from this warranty. **H.)** Hulls modified in any way or hulls on which the engine installation has been modified in any way are not covered by this warranty. **I.)** This warranty does not cover tears, cracking, fading, discoloration, or mildewing of curtains,

cushions, tops, headliners, or other fabric or upholstered items

J.) This warranty does not cover components not manufactured by C & C Marine, Inc. , whether or not warranted by the other manufacturer, even if installed by C & C Marine, Inc. , including but not limited to engines, propellers, generator sets, controls, electronics, batteries, appliances, and air conditioning. Warranties provided to C & C Marine, Inc. by component manufacturers shall be passed on to purchaser to the extent that such transfer is permitted by manufacturer **K.)**

Haul out, launch and transportation charges **L.)** The cost of removal or reinstallation of parts or disassembly of units to repair or replace components covered by this warranty. **M.)** Damage caused by an improper trailer or mismatching of a NorthCoast Boat™ to a trailer, failure to properly secure the boat to the trailer, or failure to use a lower unit support device when transporting the boat.

5. This warranty shall not apply to any boat that has been overpowered according to the maximum manufacturer recommended engine horsepower specifications on the capacity plate affixed to the boat, if one shall appear on said boat.
6. Speeds, fuel consumption, weights and other characteristics of performance are strictly estimates and therefore can not be and are not guaranteed. Any oral statement or printed statement regarding any performance characteristic of the boat or its components shall be considered an estimate only and shall not be relied upon as express warranty as a basis of the bargain for the boats or its components.
7. C & C Marine, Inc. reserves the right to improve its boats at any time through modifications in design, use of new materials and / or incorporation of new methods of manufacture without any obligation to incorporate such changes into boats of prior manufacture.
8. C & C Marine, Inc.'s obligation under this warranty is limited to repairing or replacing, at our option, hulls that C & C Marine, Inc. determines to be structurally defective. This is your sole and exclusive remedy.
9. **This warranty and the rights and remedies under it is exclusive and is given in place of all other warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for particular purpose, whether arising by law, custom, conduct, or usage of trade. Purchaser's remedies shall be limited as stated herein and C & C Marine, Inc. shall not be liable for any incidental, consequential or indirect damages or losses resulting from defects.**
10. **This limited warranty gives purchaser specific legal rights. Purchaser may have other rights which may vary from state to state. In the event that implied warranties are found to exist under the laws of a particular state notwithstanding the exclusions contained herein, the duration of any such warranty shall be limited to the duration of the applicable limited warranty stated herein.**

11. The selling dealer is not an agent of C & C Marine, Inc. or a co-warrantor and is not authorized by C & C Marine, Inc. to amend or modify this warranty in any manner.

OWNERS RIGHTS AND RESPONSIBILITIES

12. The owner must notify C & C Marine, Inc. or an authorized C & C Marine, Inc. dealer of any defect in material or workmanship within thirty (30) days of discovery.
13. C & C Marine, Inc. reserves the right to require that all repairs and / or replacements be done by our factory in Bristol, Rhode Island., the authorized dealer who originally sold the boat, or at a repair facility that we choose. Boats or parts will be transported to the selected repair facility at the owner's expense. Haulout fees are the responsibility of the owner. Reimbursement to repair facilities under the warranty will be based on a rate and schedule established by C & C Marine, Inc.
14. In no event will C & C Marine, Inc. be liable for any incidental, special, or consequential damages or for any other loss, damage, or expense of any kind, including loss of profits or enjoyment.

WARRANTY REGISTRATION

15. Proper warranty registration is required to validate the warranty. The warranty registration must be filled out by the first purchaser and the authorized dealer at the time the boat is purchased. This warranty shall not be valid unless that factory warranty paperwork is properly executed and mailed within ten (10) days of the purchase of the NorthCoast boat. Failure to register properly could void the warranty. This warranty registration is for recreational boats only.

TRANSFER OF WARRANTY

16. Coverage remaining under the limited warranty period may be transferred to a subsequent purchaser within the applicable limited warranty period. Any subsequent owners during the warranty period must provide C & C Marine, Inc. in **writing**, the HIN, name and address of new owner, and the name of the previous owner. A request for transfer must be made in writing to C & C Marine, Inc., 75 Ballou Blvd., Bristol, RI 02809 within 15 days of transfer.

Please send a copy of the prior owner's information. The new owner and purchaser agree to all items and conditions of the warranty. Only the unused portion of the warranty will apply to the new owner. The new owner must fill out the **Transferable Warranty Form**