

Disclaimer and Limitation of Implied Warranties.

The express limited warranty set forth herein (this “*Warranty*”, “*Limited Warranty*” or the “*Limited Warranty Statement*”) is in lieu of all other warranties and representations, express or implied, and to the maximum extent permitted by applicable law, MasterCraft disclaims, and the Purchaser (as defined in Section 2) hereby expressly waives, any and all other warranties or representations of any kind or nature, including, but not limited to, implied warranties

of merchantability and fitness for a particular purpose, other than those warranties which are implied by, and are incapable of exclusion, restriction or modification under applicable law. The term of any implied warranties that cannot be disclaimed under applicable law, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, shall be limited to the duration of the express warranty periods applicable to the respective components.

Some states do not allow the exclusion of implied warranties and/or do not allow limitations on the amount of time an implied warranty lasts, so the above limitations may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state to state.

2. Limited Warranty and Term. MasterCraft Boat Company, LLC. (“MasterCraft”) warrants to the original retail purchaser (the “*Purchaser*” or “*You*”) that the following components of each new and unused boat manufactured by MasterCraft shall be free from material defects in materials and workmanship to the extent set forth in this warranty, under normal use and when operated and maintained in accordance with MasterCraft’s instructions, beginning on the In-Service Date defined in section 2.6 of this Limited Warranty Statement, for the period(s) indicated in this Section 2:

2.1 Deck, Hull, Liner and Stringers.

The deck, hull, liner and stringer system (collectively, the

“Structural Components”) are warranted for as long as the original purchaser owns the boat.

2.2 Gel Coat.

Provided that you have provided proper maintenance and care as described in the Corrosion and Cleaning the Boat sections of the MasterCraft Owner’s Manual, the gel coat, which is applied to all MasterCraft boats at the factory, will be warranted for a period of one (1) year from the In-Service Date for stress crazing of the gel coat. However, no warranty is provided and MasterCraft expressly disclaims any warranty for scratching, discoloration or fading of the gel coat. The reason for this limitation and exclusion is because environmental operating conditions and customer maintenance/care are factors that have a significant effect on the condition and durability of the gel coat and are factors that are outside of MasterCraft’s reasonable control.

2.3 Engine.

The Ilmor engine of your MasterCraft boat has a warranty period of seven (7) years from the In-Service Date or the attainment of 1000 hours of engine operation, whichever occurs first.

2.4 Screens.

All electrical display screens on the instrument panel of the boat have a warranty period of three (3) years from the In-Service Date or the attainment of 600 hours of engine operation, whichever occurs first.

2.5 SeaDek Flooring & Pads.

All decking and platform components manufactured by Hyperform, INC. d/b/a SeaDek Marine Products ("SeaDek") and installed by MasterCraft at its factory are warranted for a period of two (2) years from the In-Service Date or the attainment of 600 hours of engine operation, whichever occurs first. This limited warranty does

not apply to decking and platform components manufactured by

SeaDek that are not installed by MasterCraft at its factory (i.e., it does not apply to after-market components installed by a dealer or by Purchaser after MasterCraft's production of the boat)(collectively, "Aftermarket SeaDek Products"). Any warranty for Aftermarket SeaDek Products shall be governed by the applicable warranty issued by SeaDek, if any.

2.6 Other Component Parts.

All other components of the boat not specifically referenced in Sections 2.1 through 2.5 hereof are warranted for a period of five (5) years from the In-Service Date or 600 engine hours.

2.7 Trailer and Trailer Component Parts.

All components are warranted for a period of five (5) years, with the exception of the trailer's paint, which is warranted for a period of one (1) year, from the In-Service Date.

2.8 Warranty Period.

All express warranties are for the applicable time periods set forth in this Section 2, unless a longer warranty period is required by applicable law, in which case such longer warranty period will apply. MasterCraft's boats and trailers are manufactured by MasterCraft in model years which run from July 1 of a given year through June 30 of the immediately following year

(a "Model Year"). The start date for the warranty periods shall be deemed to be the earlier of the date of the original retail purchase of the new and unused boat or trailer from an authorized MasterCraft dealer, as applicable, or the date that the boat or trailer was first used by Purchaser, whichever first occurs (the "In-Service Date").

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3. Warranty Conditions, Limitations and Exclusions.

MasterCraft boats are manufactured by trained crafts-persons from high-quality materials and components. However, conditions outside of MasterCraft's control require specific limitations on, and exclusions from, coverage under

this Warranty. The Warranty on the Structural Components set forth in Section 2 of this Warranty does not cover or include any other components fastened or applied to the hull or deck. This Limited Warranty constitutes

the final, complete and exclusive statement of warranty terms, and no other person or entity is authorized to make any other warranties or representations on behalf of MasterCraft. Furthermore, the warranty set forth in Section 2 (including all subsections) of this Limited Warranty Statement does NOT cover any of the following, each

of which are expressly excluded from warranty coverage:

- *Damage caused by misuse, negligence, accident, collision or impact with any object;*
- *Damage caused by any improper alteration or modification to the boat or trailer or any of its component parts or accessories, including damage resulting from alteration, modification, repair or replacement in such a way as to increase the cubic-inch capacity or horsepower output of the engine and boat as originally manufactured;*
- *Damage caused by the use of improper or contaminated fuel or fluids;*

- ***Damage caused by the use of customer-applied chemicals or accidental spills;***
- ***Damage caused by failure to maintain the boat in accordance with the maintenance provisions in the Owner's Manual or improper maintenance or repairs to the boat, by a service facility, Purchaser or any other person or entity;***
- ***Damage caused by the failure to comply with any recall or request for repair as directed by MasterCraft;***
- ***Damage resulting from the use of the boat for any racing, speed, commercial competition or performance demonstration;***
- ***Damage resulting from use of the boat for rental, commercial or industrial purposes;***
- ***Damage to hardware and other components fastened or adhered to the hull, deck or liner;***
- ***Damage caused by fire, theft, freezing, vandalism, explosion, lightning, wind, hail storms, flooding or any other type of natural disaster or weather;***
- ***Damage caused by use of any non- MasterCraft trailer to transport, move or store the boat;***
- ***Damage caused by improper support of the boat on davits, a hoist system or boat lift of any kind;***
- ***Damage to paints, varnishes, gel coat surfaces and colors, chrome- plated or anodized finishes, floor and floor covers and any other surface coatings, as well as damage due to in-water storage without proper barrier coat and bottom paints.***

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(Note: although MasterCraft uses the highest grade gel coat materials, a condition may develop where the bottom of the boat may show signs of discoloration and/or blisters if the boat is left in the water for long periods of time, i.e., in excess of thirty (30) days. Therefore, a proper barrier coat and bottom paint should be used whenever it is anticipated that the boat will be left in the water for an extended period of time, i.e., in excess of thirty (30) days);

Damage to the trailer and its parts or components due to abrasions, rock chips, rust, improper care or maintenance, or use in salt or brackish water;

Damage caused by dealer-installed options or accessories;

*Standard maintenance items that wear with use and must be periodically replaced or replenished, including but not limited to: Battery(ies); Light bulbs;
Fuses;
Spark plugs;
Spark plug wires;*

**6. Fuel filter;
7. Air filter;
8. Oil filter;
9. Engine oil;
10. Transmission fluid; 11. Engine belts;**

12. Antifreeze;

13. Raw water impeller;

14. Ballast impellers;

15. Trailer brake pads and rotors;

16. Trailer tires and wheels;

17. Trailer brake fluid;

18. Trailer bunk carpet;

19. Anodes (on transom, shaft, attitude adjustment plate and WSD's);

20. Gaskets, foam and padding 21. Trailer bow rollers

4. Commercial Boats, Special Use and Demo Boat Warranty Conditions, Limitations and Exclusions.

4.1 Commercial Boats

4.1.1 Definition

**For purposes of this warranty, a Commercial Boat is defined as
“a boat that is used to generate income of any kind, whether direct or indirect.” Examples of**

commercial use boats include those used in ski schools, ski clubs, ski camps, rental boats, boat clubs, or resort-use.

4.1.2 Warranty Conditions, Limitations and Exclusions In addition to the warranty conditions, limitations and exclusions, set forth in Section 3 of this Limited Warranty, all of which apply to Commercial Boats, the following additional warranty limitations apply to Commercial Boats:

a. For a period of ninety (90) days from the In-Service Date, MasterCraft will provide full warranty coverage in accordance with the terms and conditions of this Limited Warranty Statement.

b. Between ninety-one (91) days from the In-Service Date and the attainment of 500 hours of engine operation there is no warranty

for gel coat, upholstery, cosmetic flaws, or any other component except components of the boat's engine and transmission.