



# CRUISERS YACHTS

## Division of KCS International, Inc. Model Year 2020 - LIMITED WARRANTY

**FIVE YEAR LIMITED STRUCTURAL WARRANTY:** This warranty covers structural defects due to material or workmanship that result in any delamination or separation of the stringers or composite structure in the hull, deck, fly bridge and hardtop. Coverage for repair or replacement of such structural defects, inclusive of parts, materials, and labor, is available for five (5) years from the date of delivery to the original retail purchaser, provided the vessel is purchased from an authorized Cruisers Yacht dealer and is used exclusively for recreational purposes. This coverage does not include minor cosmetic defects or air voids.

**THREE YEAR LIMITED BLISTER WARRANTY:** This warranty covers defects in material or workmanship, under normal non-commercial use, that result in any blistering in the hull laminate below the water line, provided that there has been no damage to the hull, abuse, negligence, vandalism, or accident that normal maintenance has been conducted. Normal maintenance requires annual application of bottom paint to address wear and tear of the vessel's bottom and prevent damage to the hull laminate. Coverage for repair of such blistering defects, inclusive of materials or labor, is available for three (3) years after the date of delivery to the original retail purchaser, provided the vessel is purchased from an authorized Cruisers Yacht dealer and is used exclusively for recreational purposes. Approval of claims and Cruisers Yachts obligation to repair or replace pursuant to this paragraph shall be at the sole discretion of Cruisers Yachts. This warranty does not include blisters or defects in the gelcoat that do not extend into the hull laminate.

**TWO YEAR LIMITED COMPONENTS WARRANTY:** This warranty covers defects due to material or workmanship in all vessel components manufactured by Cruiser Yachts. Coverage for repair of such components defects, inclusive of parts, materials, and labor, is available for two (2) years after the date of delivery to the original retail purchaser, provided the vessel is purchased from an authorized Cruisers Yacht dealer and is used exclusively for recreational purposes. On components not manufactured by Cruisers Yachts, Cruisers Yachts shall assign to purchaser warranties extended by those manufacturers as applicable.

**IMPORTANT NOTE REGARDING NORMAL RESPONSIBILITIES OF THE OWNER:** As owner, you are solely responsible for maintaining and preserving the vessel as recommended in the Owner's Manual and for all associated costs. Repairs necessitated by an owner's failure to maintain or preserve the vessel as recommended are not covered under this warranty.

### **WHAT IS NOT COVERED: This limited warranty does not cover or extend to any of the following:**

- (a) Hull or component failure and/or defects that are a result of normal wear and tear, climatic conditions, commercial use, racing, rental, charter or military use; abuse, misuse, negligence, overloading, modification, vandalism, lack of proper maintenance, lack of proper preservation, accident, window or glass breakage, fire or other casualty loss or docking damage;
- (b) Alterations and modifications made without first obtaining written authorization from Cruisers Yachts shall be excluded from coverage as it relates to the alterations/modifications;
- (c) Leaks in windows and hatches arising more than one (1) year after the date of delivery to the original retail purchaser;
- (d) Components manufactured by another manufacturer (including, but not limited to, engines, transmissions, propellers, generators, electronics, batteries, air conditioning units and appliances) and components not originally installed by Cruisers Yachts. Cruisers Yachts will pass on all warranties provided to Cruisers Yachts by other component manufacturers as allowed by each component manufacturer. A Cruisers Yachts dealer will identify the authorized service dealer for any such components manufacturers upon request;
- (e) Tears, fading, shrinkage (change in fit), discoloration or mildewing of curtains, cushions, tops, headliners or other fabric or upholstered components (including rainwater leakage); mold or mildew of cosmetic sealer;
- (f) Blistering, fading, chalking or cracking of any gelcoat, varnish, paint or metallic finish;
- (g) Electrolysis, galvanic corrosion, crevice corrosion or any other deterioration of underwater components;
- (h) Statements, advertising or representations that estimate the speed, weight, fuel consumption, static or dynamic attitude in the water, or other performance characteristics of the vessel and any statements, representations or warranties, other than those given in this limited warranty;
- (i) Cost of removal or reinstallation of any component (including components manufactured by Cruisers Yachts) or disassembly and reassembly of the unit containing the component;
- (j) Components repaired or replaced unless repaired or replaced in accordance with this warranty.
- (k) Components that are considered maintenance items that become plugged, damaged or dysfunctional because of use, misuse, or improper maintenance including but not limited to wiper blades, shower sumps, anodes for the transom, engines, light bulbs, drives or generators, exterior cushions or tables that are not properly protected from the elements.

### **LIMITATIONS**

REPAIR OR REPLACEMENT OF DEFECTIVE PARTS SHALL BE AT CRUISERS YACHTS SOLE DISCRETION AND THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. CRUISERS YACHTS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY NATURE. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE RIGHTS AND REMEDIES OF THIS WARRANTY ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO INCLUDE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. CRUISERS YACHTS 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. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN THE EVENT THAT IMPLIED WARRANTIES ARE FOUND TO EXIST UNDER THE LAW OF A PARTICULAR STATE, NOTWITHSTANDING THE EXCLUSION CONTAINED HEREIN, THE DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY STATED HEREIN.

**THE SELLING DEALER IS NOT AN AGENT OF CRUISERS YACHTS OR A CO-WARRANTOR AND IS NOT AUTHORIZED TO AMEND OR MODIFY THIS LIMITED WARRANTY IN ANY MANNER.**

**HOW YOU CAN GET SERVICE:** To obtain warranty service, the owner must notify the selling dealer within thirty (30) days of discovering any defect. Following evaluation of the defect, the selling dealer shall submit to Cruisers Yachts a service and parts request together with any documentation to support the claim. If the dealer fails to respond or fails to respond satisfactorily, the owner shall notify Cruisers Yachts directly, in writing at the address provided below, of owner's dissatisfaction, and provide Cruisers Yachts a reasonable opportunity to cure any defect covered by this limited warranty. If requested, you must provide records showing that the vessel has been maintained as recommended in the Owner's Manual. In no event shall the vessel be returned to the Cruisers Yachts facilities without the prior written consent of Cruisers Yachts. In the event that repairs do require the transportation of the vessel, the owner shall be responsible for any transportation related charges.

**MISCELLANEOUS:** Cruisers Yachts reserves the right to modify its vessels through changes in design / material without incurring any responsibility to vessel owners of similar or the same model manufactured at an earlier date.

**STATUTE OF LIMITATIONS:** Notwithstanding the limitations stated herein, in the event owner commences any action seeking rescission or revocation pursuant to any law of a particular state, such action shall be barred as to the manufacturer unless commenced within two (2) year after the date of delivery to the original retail purchaser.

**WARRANTY REGISTRATION AND TRANSFERABILITY:** New vessel purchasers acknowledge that they have received a copy of the Cruisers Yachts Limited Warranty and are requested to submit the attached Product Registration Card to Cruisers Yachts within thirty (30) days of purchase to register their purchase, verify they have received the limited warranty and understand the terms and conditions. Return of this product registration card is a condition precedent to warranty coverage. Unexpired portions of Cruiser's Yachts warranties on used vessels, purchased from authorized Cruisers Yachts dealers, may be transferred if the subsequent purchaser completes a warranty transfer card, pays the appropriate fee, and mails the warranty transfer card to Cruisers Yachts within thirty (30) days of such purchase. Cruisers Yachts reserves the right to reject any warranty transfer that originates from other than an authorized dealer or for a boat that has been damaged, neglected or otherwise excluded.

**NOTICES:** All notices herein shall be delivered by U.S. Mail, postage prepaid, to the owner at the address contained in Cruisers Yachts database and to **CRUISERS YACHTS, A DIVISION OF KCS INTERNATIONAL, INC., 804 Pecor Street, Oconto, WI – USA** or email to [service@cruisersyachts.com](mailto:service@cruisersyachts.com). A copy of this warranty is also available at our website [www.cruisersyachts.com](http://www.cruisersyachts.com) underneath the Warranty tab.

Fill out Product Registration Card along with the Owners Registration Information and mail or email to Cruisers Yachts for Warranty to be valid

**Cruisers Yachts Model Year 2020 PRODUCT REGISTRATION CARD**



**CRUISERS YACHTS**

Model & Hull I.D # \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Selling Dealer: \_\_\_\_\_

Purchase Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASER ACKNOWLEDGES RECEIVING A COPY OF CRUISERS YACHTS LIMITED WARRANTY AT TIME OF SALE.**

California Residents Only: Failure to complete and return this card does not diminish any consumer warranty rights