



## Limited Warranty For Montara Surf Boss Boats

Montara, Inc. (Montara) warrants to you, the first retail purchaser of a new Montara boat bought from a factory authorized dealer, that it will repair or replace defects in materials or workmanship that occur and are reported to your factory authorized dealer within the applicable Warranty Periods set forth below, subject to the terms, conditions, and exclusions ("This Warranty Does NOT Cover") set forth below. **Your acceptance of delivery of the warranted boat constitutes your acceptance of the terms of this limited warranty. For this warranty to become active, warranty card must be completed and postmarked for return to Montara Inc, 210 Williamson Drive, Loudon, TN 37774, within 5 business days of the original purchase date.**

There are no warranties other than those contained herein, unless otherwise required under applicable law. For boats sold in the US, this warranty gives you specific legal rights: you also may have other rights, which vary from state to state. For boats sold in EC member states, the Owner has legal rights under applicable national legislation and the Consumers Protective Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 governing the sale of consumer goods, and those rights are not affected by this Limited Warranty; any claim that the boat was nonconforming at the time of delivery must be made within two (2) years from the date of delivery.

### WHAT WARRANTY COVERS: DEFECTS IN WORKMANSHIP AND MATERIALS

Structural Warranty, Surf Boss Models: Defects in the hull, stringers, floors: Ten (10) year Limited Warranty.

Defects in deck covering and fabrics: Five (5) year Limited Warranty

Component Warranty: Defects in factory installed non-structural parts and components: Five (5) year Limited Warranty.

Screens are covered for Two (2) Years Limited Warranty

Transom Thruster is warrantied two (2) Years Limited Warranty through EZ Drive Limited Warranty

Engine is warrantied for Five (5) years through PCM Limited Warranty

Trailer is warrantied Five (5) years through Boatmate Trailers Limited Warranty

Canvas is warrantied through Apex or Great Lakes for One (1) year Limited Warranty

Gelcoat Warranty: One (1) year Limited Warranty

Paint 3 years Limited Warranty

Fencing lifetime and Fencing powder coating 3 years Limited Warranty

Batteries One (1) year Limited Warranty

## WHAT THIS WARRANTY DOES NOT COVER:

- A boat purchased from anyone other than an authorized Montara dealer.
- Transportation to and from customer's location. It is the customer's responsibility to get the boat to the dealership.
- A boat, including its components that have been altered or modified.
- The installation of any equipment by a dealer or any other installer other than Montara Boat factory.
- Environmental damages such as but not limited to mold or mildew to canvas, zippers, vinyl, upholstery, flooring, fiberglass, plastic, isinglass or like material, trim and or excessive deterioration to canvas, vinyl, flooring or any other soft goods caused by overexposure to the sun or improper ventilation as a result of covering the boat with wet interior. Canvas used in bimini top, mooring covers, and enclosures are intended to provide protection from sun exposure and are water resistant, they are not waterproof.
- Engines, drive train, underwater gear, controls, propellers, batteries, appliances and other equipment or accessories that are not manufactured by Montara, whether or not warranted by other manufacturers.
- Damage resulting from oxidation, saltwater, brackish water, or galvanic or electrolytic corrosion.
- Paints, varnishes, gel coat surfaces and colors, finish distortions, chrome plated or anodized finishes, floor covers and any other surface coatings.
- Aluminum discoloration or fading.
- Gelcoat blistering caused by adverse water chemistry or leaving boat in water for prolonged periods.
- Damages, tears, rips, snags, shrinkage, discoloration, deterioration or similar damage or failure of canvas, vinyl, flooring, floor coverings, upholstery, fiberglass, enclosures, other soft goods, fabric, trim pieces, plastics or zippers or other abuse due to improper storage or care.
- Colorfastness of materials caused by overexposure to the sun, improper care, or improper covering and storage of the boat.
- The cost of removal or reinstallation of parts or disassembly of units to repair or replace components covered by this warranty without prior approval.
- Any boat which has been misused, used in a negligent manner, used for racing, used for rental, charter, demo, military, rescue, fire, safety, medical, police, law enforcement, patrol, or similar governmental use; or other commercial purposes, used without normal maintenance, operated contrary to any instruction furnished by Montara Boats, or operated in violation of any governmental or agency laws, rules or regulations.
- Breakage or deterioration of the boat's surfaces (such as fiberglass), including but not limited to discoloration, fading, blistering, bubbling, cracking, crazing, chalking, windscreen damage, discoloration of plated or painted metal, aluminum, and stainless steel finishes, or graphics from improper use, storage, or maintenance.
- Damage caused by vandalism, collision, rocks, rock chips, beach sand, scratches, dents, road salt, tree sap, pollen, bird/spider droppings, abrasions from boat covers or docks, rodents, battery acid, chemical spills, acts of nature, including but not limited to hail, lightning, windstorms,
- Any boat used for speed, competition or performance demonstration.
- Any boat that has been altered, modified, repaired or replaced so as to increase the cubic inch capacity of horsepower output of the engine and boat as originally manufactured.

- Any representation relating to speed, range, fuel consumption or other estimated performance characteristic.
- Damages due to being overpowered according to the maximum recommended horsepower or modified with performance products placing undue stress on parts.
- Any boat used in violation of any federal, state, Coast Guard, or governmental agency laws, rules or regulations.
- Loss of time, inconvenience, boat payments, retail charges, improper lifting or trailering, travel expense, loss of use, in-and-out-of-water charges, towing and storage charges, loss of or damage to personal property, commercial loss, consequential, special or incidental damages, or other remedies not specifically allowed.
- Any failure or damage caused by dealer preparation, cleaning, final adjustments and alignments in preparing the boat for delivery, routine fastening or component adjustments.
- Damage from failure to perform routine periodic maintenance and reasonable care.
- Leakage around windshield, hatches, canvas, drive train or other designated openings.
- Fit and adjustment of exterior canvas tops, enclosures and weather covers.
- Sacrificial deterioration of anti-fouling paint or zinc anodes.
- Cosmetic and or damages resulting from improper care and maintenance by dealer prior to Consumer purchase or by consumer are not covered.
- Any damages caused by improper trailering or mismatching of trailer or lift; failure to properly secure boat on trailer; failure to apply proper support when transporting or storing. Damage caused by carpeted trailer bunks (should only use composite, non- carpeted bunks) when used in saltwater environment.
- Any repairs made necessary due to inadequate trailering, trailer improperly assembled, designed, adjusted, or maintained.
- Any Montara boat that has not been stored or trailered properly or failure to support the hull adequately can result in distortion and reduce performance and will void warranty.
- All component parts and accessories not manufactured by Montara including but not limited to engines, gear trains, drive trains, transmissions, propellers, shift and throttle control levers and cables, pumps, blowers, windshields, canvas, upholstery, batteries, instrumentation and steering systems. However, where any such items are warranted by a component manufacturer, Montara will, if possible, furnish the warranty document to the owner.
- Request for design or manufacturing modifications, including changes, additions, or revisions to standard options, accessories, or warranties, which were made on newer model boats. Montara reserves the right to change or improve the design or manufacture of Montara without any obligation to modify previous boats.
- Any defect or repair requiring redesign of the boat; except the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign district.
- This warranty does not apply to any Montara that has been salvaged, declared a total loss or a constructive total loss for any reason.

The company reserves the right to improve its products through changes in design or material without being obligated to incorporate such changes in products of prior manufacture.

The applicable Warranty Period runs from the date of delivery to the first retail customer. All warranties run concurrently. This warranty extends only to the first retail purchaser, but certain limited warranty coverage may be transferred to a second owner of a used boat who buys it for

personal use from a factory authorized dealer or from the first retail purchaser by completing a Warranty Transfer Application and payment of a transfer fee of \$500. Transferred warranty coverage is limited to structural defects in the hull (limited to 10 years from the effective date of the original warranty coverage) and factory installed non-structural parts and components (limited to 5 from the effective date of the original warranty coverage or the specified number of years for each supplier as listed above), and subject to the remaining terms, conditions, limitations and exclusions set forth herein. The Warranty Transfer Application and transfer fee must be received by the factory within 30 days of purchase by the Second Retail Purchaser. Proof of purchase is required. The warranty may only be transferred once.

In accordance with the Montara's Limited Warranty, the remaining warranty against structural defects in the hull and deck will be transferred to the new owner when the following has been accomplished and verified within thirty (30) days of the sale date:

- Receipt of the completed form below.
- Copy of the sales invoice.
- Payment of \$500.

The PCM Engine will have a separate transfer application fee and form administrated by PCM directly

Upon verification, the remaining warranty will transfer, retroactive to the sale date.

Forward form and payment to:

*Montara*  
*210 Williamson Drive*  
*Loudon, Tn. 37774*

*Warranty Registration Transfer (forward this copy to Montara)*

*Boat Serial Number* \_\_\_\_\_

*Model No.* \_\_\_\_\_

*Engine Make* \_\_\_\_\_

*Serial No.* \_\_\_\_\_

*Trans. Type* \_\_\_\_\_

*Serial No.* \_\_\_\_\_

*Please Print Previous Owner* \_\_\_\_\_

*New Owner's Name* \_\_\_\_\_

*Street Address* \_\_\_\_\_

*City* \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Home Phone ( \_\_\_\_\_ )

Business Phone ( \_\_\_\_\_ )

Date of Purchase \_\_\_\_\_

Second Owner's Signature \_\_\_\_\_

***MUST BE SIGNED!***

Be sure to enclose payment and a copy of the purchase receipt within thirty (30) days of the sale date.

This limited warranty is the sole and exclusive express warranty from Montara. To the fullest extent allowed by law, all implied or other warranties (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) are excluded and disclaimed and excluded. If any implied warranty of merchantable quality or fitness is required under local law, all remedies shall be subject to the terms and conditions set forth herein to the fullest extent allowed under applicable law. If applicable law does not allow the exclusion or disclaimer of certain implied or statutory warranties or remedies, then any such implied warranties and remedies shall be limited in duration and scope to the term of this limited warranty or the minimum allowed under applicable law. For boats sold in the US, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Your sole and exclusive remedy is the repair or replacement, at Montara's sole option, of parts and components covered by this warranty, and does not include incidental or consequential damages that are specifically DISCLAIMED and EXCLUDED from warranty coverage. For boats sold in the US, some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. This boat, including any alleged defective part, must be returned to an authorized dealer within the applicable warranty period to obtain warranty service. The authorized dealer will carry out the warranty procedures on the owner's behalf. All warranty work will be performed at an authorized dealer, another repair facility that Montara selects or the factory, at Montara's option. The owner is responsible for the expense associated with transporting the boat to and from the repair facility. Any legal action alleging a breach of warranty must be brought within one (1) year from the date the alleged breach first occurred, regardless of the time remaining in the applicable warranty period.

This document contains the entire warranty given by Montara. Montara does not authorize any person or persons, including authorized dealers, to change the terms of this express limited warranty, which is Montara's only warranty.

For the first purchase of a Montara boat, the boat must be registered. You should be aware that under federal law, completion of the registration process is a requirement and should be completed as follows:

1. Dealer must complete the warranty registration at date of sale.

2. Dealer must secure buyer's signature!

3. Dealer must notify Montara, that the boat has been purchased, and all required information must be submitted. As boat owner, you should ensure that the dealer has complied with this requirement. This is the method of providing information that will allow Montara to notify you in case of any mandatory recalls or other issues requiring your attention.

Montara Boats, 210 Williamson Drive, Loudon, TN 3777