

Limited Three (3) Year Warranty

**Paradise Island Pontoon, LLC.
2915 Stephen Place, Elkhart, IN 46514**

WARRANTY:

Paradise Island Pontoon, LLC (Warrantor) warrants **to the first registered owner** for a period of three (3) years from the date of purchase, that base structure of this product will be free of SUBSTANTIAL DEFECTS in materials and workmanship attributable to Warrantor, under normal use and service. Notwithstanding anything contained herein, coverage for the product shall in no event exceed a total period of three (3) years from the date of purchase by the **first registered owner** of the product. **This Limited Three (3) Year Warranty may not be assigned by the first registered owner to any dealers, retail purchasers, or any other person, corporation or entity.**

WARRANTY PERFORMANCE:

Warrantor will remedy SUBSTANTIAL DEFECTS by repair or replacement, at the sole discretion of the Warrantor, free of charge **to the first registered owner**; provided, however said **owner shall be solely and exclusively responsible for any and all fees, costs and expenses occurring, arising out of or relating to transporting the product to the Warrantor's factory or required Warranty Service Location.** Warranty service will be completed within a reasonable period of time, as determined at the sole discretion of the Warrantor, after the product is delivered to the Warrantor's factory or said Warranty Service Location provided the first registered owner complies with all Warranty Claims Procedures.

EXPLICIT WARRANTY EXCLUSIONS:

This Warranty **DOES NOT COVER:**

- 1.) Damage to the soft trim and appearance products if such damage is due to normal use, wear and tear, or exposure to elements;
- 2.) Accessories, parts or goods not manufactured by Warrantor, which items include (but are not limited to) radios, power converters, BBQ, oil torches, fire pits, batteries, etc. The manufacturers of these aforementioned products may provide warranties covering the performance of their particular products. Warrantor does not undertake any responsibility to any end user, as this term is defined in the Uniform Commercial Code than in force and effect, of any end user of any other manufacturer's product for any undertaking, representation or warranty made by said manufacturer;
- 3.) Products which have been altered or modified by any person or entity other than Warrantor;
- 4.) Damage caused by misuse, abuse, neglect, negligence, accident, improper installation, operation, lack of reasonable care or damage occurring during shipment. Use of this product in a manner which is inconsistent with Warrantor's design intentions or inconsistent with owner's manual directions or instructions shall invalidate this Limited Three (3) Year Warranty in regard to damage caused by or relating to such use.

WARRANTY TERMINATIONS:

The following actions or events will result in the automatic termination of this Warranty and absolve Warrantor from any and all obligations provided for under this Limited Three (3) Year Warranty;

- 1.) Misuse or neglect of the product, failure to provide reasonable and essential maintenance of and to the product, unauthorized alteration or modification, accident, or improper loading, in addition to those exclusions provided for in paragraph 4 of the Explicit Warranty Exclusions identified herein.
- 2.) Sale of the product.
- 3.) The expiration of the warranty period(s) set out herein.

WARRANTOR RIGHTS:

Warrantor reserves the right to change parts and designs of its products from time to time without notice and with no obligation to make corresponding changes in its products previously manufactured.

WARRANTY CLAIM PROCEDURES:

The first registered owner is responsible for contacting Warrantor and arranging for any repair or replacement of any substantially defective product. All Warranty Service shall be completed at Warrantor's factory or at an authorized Warranty Service Location, as determined in the sole and absolute discretion of Warrantor. **All Warranty Service must be authorized by Warrantor, in writing, prior to the commencement of said service.** Said written authorization will instruct the first registered owner as to where and when to deliver the product for Warranty Service and will be provided within five (5) business days of Warrantor's receipt of written notification of the existence of a substantial defect or malfunction; provided, however, that the first registered owner shall have complied with all other terms of this Warranty. To obtain Warranty Service under this Limited Three (3) Year Warranty, the first registered owner shall provide written notice to the following address:

Paradise Island Pontoon, LLC.
2915 Stephen Place
Elkhart, Indiana, 46514

Or fill out form and submit to:

Paradise Island Pontoon, LLC. Website: www.paradisepartyislands.com

Said written notice must be postmarked or submitted on or before the date of expiration of the appropriate Warranty period as provided herein. Said notice shall provide the first registered owner's name, address, a brief description of the problem, the product model and body number, chassis VIN number, the date of purchase, product mileage, the name of the dealer who sold the product, the current location of the product, and first registered owner's current location for contact during regular business hours.

DAMAGE RECOVERY LIMITATION:

WARRANTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSS OF USE OF THE PRODUCT, ON-SITE SERVICE CALLS, LOSS OF TIME, INCONVENIENCE, EXPENSES FOR GASOLINE, TELEPHONE, TRAVEL, LODGING, LOSS OR DAMAGE TO PERSONAL PROPERTY OR LOSS OF REVENUES, OR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE RESULTING FROM ANY SUBSTANTIAL DEFECT IN SAID PRODUCT. NO PERSON OR ENTITY SHALL BE ENTITLED TO RECOVER FROM **WARRANTOR** FOR ANY AFOREMENTIONED INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT.

WARRANTY LIMITATIONS:

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF WARRANTOR'S IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, GIVEN BY LAW, AND ALL SAID WARRANTIES PROVIDED HEREUNDER ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH HEREIN.

There are no Warranties of any nature made by Warrantor beyond the contents of this Limited Warranty. No person has authority to enlarge, amend, or modify this Warranty

Legal Rights:

This Limited, Three (3) Year Warranty gives only those legal rights specifically enumerated herein. This Limited Three (3) Year Warranty gives you specific legal rights; you may have other legal rights which vary from state to state.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

CHOICE OF LAW:

This Limited Three (3) Year Warranty contains the entire agreement of the parties and supersedes any and all prior contracts, agreements, negotiations and other understandings of the parties and shall not be altered or extended. This Limited Three (3) Year Warranty shall be construed in accordance with the substantive and procedural laws of the State of Indiana.

PARADISE ISLAND PONTOON, LLC
WARRANTY

WRITTEN: 3/10/2015
REVISED: 3/12/2015

