

INTRODUCTION - 1

3 Year Transferable Limited Warranty

Pleasurecraft Marine Engine Co. (PCM) warrants its new products to be free from defects in material and workmanship under normal use and service conditions, to the first registered user, and all subsequent user who, in accordance with PCM's warranty transfer policy, transfers any remaining portion of this warranty coverage within 30 days of any subsequent sale/purchases. All components of PCM products are covered under the PCM Warranty, except for those components that are warranted by PCM's suppliers. The obligation of PCM hereunder shall be limited to the repair or replacement with new or remanufactured components, at its option, of any product or parts thereof which has failed during the period of warranty and which is demonstrated upon examination to have failed due to defective material and/or workmanship.

PCM's policy is one of continued improvement of its products and PCM hereby reserves the right to improve and change the design and production of any of its products without assuming any obligation to modify products previously manufactured and/or sold.

NO OTHER WARRANTY GIVEN

The obligations set forth in the preceding paragraph are PCM's sole obligation and owner's exclusive remedy. PCM makes no other express warranty to the extent that any additional warranty may be implied by law, the term of such implied warranty shall be limited to the warranty term stated herein, from the date of delivery of the PCM product to the parties outlined herein.

No distributor, dealer, agent or employee of PCM is authorized to grant any other or further warranty or incur any additional warranty obligation on PCM's behalf, in connection with the sale of its products. Any qualification or restriction contained herein which is prohibited by any law of mandatory application shall be deemed to be deleted herefrom, however, such deletion shall have no effect on the remaining provisions hereof, all of which shall remain in full force and effect.

REMEDIES

The obligations of PCM set forth in the first paragraph of this Warranty shall be the exclusive remedy for any breach of Warranty hereunder, and any owner or user's sole remedy in the event of breach of the warranties which are made by PCM is repair or replacement of the product or any warranted part thereof as set forth herein: **with this sole exception, PCM shall not be liable for any direct, or indirect, incidental or consequential damages**, including without limitation, any damages for property damage, loss of use or loss of profits, loss of income, inconvenience, trailering, towing, haul out, launch and/or any other in and out of water expenses, storage charges, dockage charges, expenses to deliver or pick up the product being warranted to and from the dealer, telephone expenses, lodging expenses, travel expenses, mechanic travel time and mileage, damage caused by any occurrence of an insurable nature, rental of substitute equipment of any type, removal and replacement and/or modification of any boat parts to facilitate repairs, moving of furniture, carpets, cleaning, painting, carpenter work, or re-delivery charges.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Any owner or user hereby waives for himself/herself/itself and his/her/its successor and assigns (a) any and all claims for punitive damages, and (b) all claims of negligence or strict liability or both, In no event will PCM's liability exceed the purchase price of the goods which is actually paid to PCM.

WARRANTY COVERAGE, TERM

This Warranty is extended only to the first registered owner or registered user, and all subsequent user who, in accordance with PCM's warranty transfer policy, transfers any remaining portion of this warranty coverage within 30 days of any subsequent sale/purchases, for the period specified below:

All components, other than and those itemized below, are warranted for a period of three (3) years from the date of delivery to the first registered owner or registered user, and all subsequent user who, in accordance with PCM's warranty transfer policy, transfers any remaining portion of this warranty coverage within 30 days of any subsequent sale/purchases in non-commercial use. In case of commercial use, the term of this Warranty shall be the shorter of (a) a period of six (6) months from the date of delivery to the first registered owner or registered user or (b) the expiration of 200 hours of use.

Items not covered under this warranty;

(A) Water pump impellers are not covered by this Warranty.

(B) Seals, gaskets, O-rings, and other material affected by time are not covered by this Warranty if their effectiveness is reduced by an extended storage period prior to sale or use.

OBTAINING PERFORMANCE UNDER WARRANTY

PCM's warranty registration form should be prepared by your selling dealer, executed by you and the dealer and mailed, by you, to PCM within 30 days after the date of purchase. Upon receipt of the warranty registration form, PCM will issue to you a personalized owner's registration card which will be mailed directly to you. If the owner's registration card is not received within eight (8) weeks after the date of purchase, please write PCM at the address below.

At the time that a claim for warranty service is made, the owner's registration card should be presented to the person or entity providing warranty service. Authorized PCM dealers or distributors are entitled to be reimbursed by PCM for some or all of the expense of warranty repairs, thus, service under the terms of this Warranty will be performed by an authorized PCM dealer or distributor without charge for established flat rate labor or replacement parts, other than items not covered by the Warranty, such as, but not limited to, lubricants, spark plugs, points, and other items which are normally frequently replaced as part of routine maintenance. Charges for additional non-warranty work and/or additional dealer charges for labor relative to warranty work in excess of flat rate must be paid for by the owner.

Prior authorization in writing must be obtained from PCM for any warranty repairs over \$50.00 and in all cases where the owner fails to establish the purchase and warranty expiration dates with the owner's registration card sent upon receipt of the warranty registration form by PCM. While failure to present the owner's registration card will not prevent you from obtaining coverage hereunder, this Warranty shall not be effective and, therefore, cannot be honored until the product purchase date can be confirmed by PCM. If the card is lost, communicate with PCM at the address listed below, and, for a processing fee of \$10.00, a new owner's registration card will be issued to you.

Any questions concerning service, parts or this Warranty should be directed to your selling dealer. If your dealer is unable to assist or if you relocate or are travelling or need a referral to your nearest dealer contact: Pleasurecraft, P.O. Drawer 369, Little Mountain, SC 29075

FAILURES EXCLUDED FROM WARRANTY

This Warranty will not apply to any failure which results from accidents, sinking, fire, neglect, abuse, or abnormal service or use, such as racing, towing or operation in water of insufficient depth, or to any failure resulting from improper installation, improper adjustments, repairs or improper delivery service, or to any failure resulting from the use of parts, fuels, oils or lubricants not suitable for use with the product and/or materials or parts not approved by PCM. This Warranty does not apply to any engine or drive which has been modified, or altered, or repaired in such a manner as, in the opinion of PCM, to affect its stability, reliability or performance. Further, this Warranty will not apply to failure resulting from use of non-recommended lubricants or fuels, failure to follow maintenance or lubrication schedules, failure caused or contributed to by contaminated fuel, failure caused by improper installation or misapplication of the engine or drive, failure resulting from the owner's or operator's failure to exercise due or normal care and precaution, or failure of components and/or assemblies that are warranted by PCM suppliers.

OWNER'S RESPONSIBILITY

Performance under this Warranty shall be conditioned upon the first registered owner's or registered user's compliance with the following requirements:

- 1 Owner or user shall verify that the pre-delivery service has been performed, all requested information recorded and that the selling dealer has signed the warranty registration.
- 2 Owner or user shall promptly mail the warranty registration to PCM after accepting delivery.
- 3 Owner or user shall follow the instruction in the owner's manual regarding operation, break-in, lubrication, and fuel.
- 4 Owner or user shall follow or comply with the maintenance schedule, operation limits, and lay up instruction, as outlined in the owner's manual.

CHOICE OF LAW

This Limited Warranty shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, except only to the extent replaced or precluded by other law of mandatory application.

SPECIAL STATE LEGAL REQUIREMENTS

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

The PCM Federal/California Emissions Warranty and Federal/California Emissions Control Warranty Statement is a separate document included in this Manual. Any questions concerning the Emissions Warranty can be obtained by calling 1-803-345-0050.