



Statement of Limited Warranty-Aluminum Pontoon Boats

Blue Water Creations Inc. DBA Forester Pontoons

Blue Water Creations Inc., DBA Forester Pontoons, 65742 US HWY 169, Hill City, MN 55748 provides the original purchaser of a new aluminum pontoon boat manufactured by Blue Water Creations Inc., a limited warranty. All Blue Water Creations Inc., aluminum pontoon boat welds are warranted to be free from structural defects for a period of five (5) years from the date of purchase by the original purchaser excepting those structural defects caused by improper trailering, neglect, lack of maintenance, abuse, abnormal operation, improper storage, or accidents.

All components (motors, stereos, driving lights, lighters, depth finders, control boxes, cables, and any wiring, etc.) are warranted by the component manufacturers. All repairs and adjustments must be made directly from the component manufacturer's factory.

This limited warranty will be void if any unauthorized structural alterations are made to the boat or pontoon tube or if the craft is overloaded or overpowered in excess of capacities specified by the Coast Guard capacity plates on each Blue Water Creations Inc. craft. This limited warranty will be voided on the pontoon canopy or canopy frame if the craft is trailered with the top riding in the up position or if the canopy is on the frame. This limited warranty will be voided if the boat in question is involved in any commercial application including rental usage.

Except for the warranty set forth herein, no other express warranty is given or authorized by Blue Water Creations Inc. Blue Water Creations Inc., disclaims any implied warranty of merchantability or fitness for a particular purpose. No authorized dealer has authority to change or modify this warranty in any respect. In no event shall Blue Water Creations Inc. be liable for loss of use, loss of time, inconvenience, or other incidental or consequential damage or loss.

This warranty shall be construed according to the laws of the State of Minnesota.

Warranty claims by the original purchaser must be submitted to an authorized Blue Water Creations Inc. dealer within thirty (30) days after discovery of the defect. Blue Water Creations Inc. reserves the right to replace or repair the warranted product at the factory in Hill City, Minnesota.

All warranty work must be authorized in writing by Blue Water Creations Inc. before any claims will be allowed. ALL WARRANTY WORK MUST BE DONE AT BLUE WATER CREATIONS INC. PLANT UNLESS APPROVED IN WRITING BY BLUE WATER CREATIONS INC.

Transportation costs to and from the factory, or to and from the dealer, for any warranty work shall be the responsibility of the original purchaser.