



1 Grumman Way, PO Box 549 Marathon, New York 13803-0549

Phone: (607) 849-3211 [www.marathonboat.com](http://www.marathonboat.com) Email: [sales@marathonboat.com](mailto:sales@marathonboat.com)

## DuraNautic Warranty

Marathon Boat Group Inc. warrants each new boat ("the product") it manufactures to be free from defects in material and workmanship under normal non-commercial use and service for two (2) years from date of first retail purchase subject to the terms and conditions stated below:

1. Warrantor: This warranty is granted by the Marathon Boat Group Inc.
2. Parties to whom warranty is extended: This warranty is extended to the original retail purchaser, when the boat is sold through an authorized Marathon Boat Group boat dealer and is not transferable to any subsequent owner of the boat, in normal use for personal, family, or household purposes. For Marathon Boat Group products used commercially, this warranty is valid for thirty (30) days after the date of original purchase. This 30-day warranty also applies, but is not limited to, units placed in rental or demonstrator service by our dealers or other parties.
3. Parts Covered: All parts manufactured by Marathon Boat Group including the hull and deck and installation work performed by Marathon Boat Group on components manufactured by it, are covered by the warranty.
4. Limited Ten (10) year Extended warranty on aluminum boat hulls: Welded main hull seams, which are side to bottom, transom to hull side, and transom to bottom seams are warranted against defects in material and workmanship for 10 years to the original purchaser but not to commercial users on the following Depreciation schedule:

<b>First 5 years of ownership</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Marathon Boat Group Pays	100%	100%	80%	70%	60%
Owner Pays	0%	0%	20%	30%	40%
<b>6 to 10 years of ownership</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Marathon Boat Group Pays	50%	40%	30%	20%	10%
Owner Pays	50%	60%	70%	80%	90%

5. Parts not covered: The following are parts not covered by this warranty for any other defect except noted:
  - a. External finishes – such as paint, bright metal surfaces, decals, rubber and plastic components.
  - b. Furniture upholstery, protective covers, carpet, and wood.
  - c. Engines, out-drives and propellers.
  - d. Toilets, coolers, refrigerators and batteries.
  - e. Aluminum deterioration by chemical actions for damage due to electrolysis cause but not limited to, such things are metal attachments to the boat, storage, battery acid spillage, or use of improper antifouling paints.





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- f. Leakage around windshields, latches, hatches, and other apertures.
  - g. Component parts not manufactured by Marathon Boat Group may be individually warranted by the respective manufacturer and not by the Marathon Boat Group. Applicable warranty policies or statements not delivered with the boat can be requested from the Marathon Boat Group.
6. **Remedy:** If within the applicable warranty period a defect in material or workmanship is recognized, Marathon Boat Group shall at its option, repair or replace the defective part according to the Depreciation schedule when repair is authorized by Marathon Boat Group at an authorized Marathon Boat Group dealer or at the Marathon Boat Group factory. Parts and labor, but not transportation costs shall be assigned according to the depreciation schedule.
  7. **Procedures for obtaining performance under this warranty:** In order to obtain performance of the obligations under this warranty, the owner must promptly, but in no event later than thirty days after the discovery of the defect, give notice of the defect to the Marathon Boat Group and at the Marathon Boat Group's direction return the defective part or product to the authorized Marathon Boat Group dealer. If repair or replacement by the authorized Marathon Boat Group dealer is determined by the Marathon Boat Group to be impractical the owner shall return the defective part or product to the Marathon Boat Group's factory. All transportation cost to and from the authorized Marathon Boat Group factory will be at the expense of the owner.
  8. **Design Changes:** The Marathon Boat Group reserves the right to make changes in the design or material of the product without incurring any obligation to incorporate such changes in any product previously manufactured, advertised, or sold.
  9. **Merger:** This written warranty is the complete, final and exclusive agreement of any parties with respect to the quality or performance of the goods and any and all warranties and representations.
  10. **Exclusions and implied warranties:** This warranty does not extend to any engine or component installation which requires additional make ready servicing adjustments or final assembly in preparation by the dealer for delivery to the original retail purchaser, any defect due to the negligence of others, failure to operate or maintain the product in accordance with acceptable practices and in accordance with operation and maintenance instructions furnished with each new product. Unreasonable use, damage, accidents, abuse, negligence, alterations, ordinary wear and tear, use of the product for racing purposes, use of performance products that place undue stress on parts such as "jack plates", modifications of any sort, exceeding horsepower rating and load capacities as indicated in capacity plates fixed to the boat; derigging charges and re-rigging charges, failure to trim boat properly while running, failure to slow down in rough seas or high wake conditions, trailering damage due to inadequate trailer support, improperly designed or improperly assembled trailer, towing behind another boat and other causes of misuse without limit.





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Implied warranties, including those of merchantability and fitness for a particular purpose arising under state law are limited in duration to the duration of two years express warranty described herein, Marathon Boat Group shall not be responsible for any sum in excess of the cost of the original purchaser of the defective part, article or product. Marathon Boat Group shall not be responsible for any loss of use of any product, loss of time, inconvenience or other incidental or consequential damage with respect to business, persons or property as a result of breach of warranty. **NOTE: some states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you. This warranty gives specific legal rights and you may have other rights which vary from state to state.**

11. General Provisions: The exclusive remedy under this warranty shall be charge for parts or labor. **Marathon Boat Group shall not be responsible nor liable for con-sequential, indirect, or incidental damages, mental anguish or distress, such as damage or injury to persons, property, loss of revenue, use of enjoyment, towing expenses, haul out charges, gasoline, mileage, service calls, telephone expenses or any similar costs.**
12. Proof of Purchase and Ownership and Registration: A requirement of the Federal Boat Safety Act of 1971 provides for defect notification to first purchasers. Failure to register your purchase with the manufactures constitutes waiver of the right to defect notification. Registration likewise simplifies service should it ever be required. First purchasers are required therefore to register their purchase by completing the warranty registration card on the date of delivery and submitting it within fifteen (15) days of delivery, to the Marathon Boat Group, a condition precedent to warranty coverage. Since this warranty extends only to the original retail purchaser you must be prepared to present your original sales receipt and show current ownership when submitting a claim.
13. Warranties are mare on product sold in North America only.
14. Effective date: September 4<sup>th</sup> 1996. Covers all first quality DuraNautic boats produced by the Marathon Boat Group Inc. on or after this date.

