



BONITO BOATS AUSTRALIA PTY LTD

WARRANTY INFORMATION BOOKLET



Bonito Boats Australia -10 years structural July 2021 to current

All of our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

In addition to all other rights and remedies in respect of the product which you have under the *Competition and Consumer Act 2010* (Cth) and any other applicable law, Bonito Boats Australia Pty Ltd (BBA), warrants with respect to each new boat manufactured by BBA and sold by BBA or an authorised distributor (Boat) that subject to the exclusions set out in this document:

- a. For a period of one hundred and twenty (120) months from the date of the original retail sale, BBA will repair or replace the hull or deck of the Boat if structurally defective;
- b. For a period of twenty-four (24) months from the date of the original retail sale, BBA will repair or replace free of charge any other part of the boat found to be defective in factory materials or workmanship under normal use and operation within Australia.

EXCLUSIONS

This warranty does not cover:

1. Transportation arrangements and all transportation costs to and from the manufacturer's repair facility for warranty work
2. Repairs made necessary by normal wear and tear
3. Engine and power train
4. Breakage or leakage around windscreen/windshield or other design openings
5. Replacement of items in the course of normal servicing and maintenance
6. Damage resulting from accident, improper use, neglect or use of the boat in any form of competition where speed is a factor
7. Damage arising from use of the vessel for commercial purposes
8. The gel coat including, but not limited to, cracking, crazing, discolouration, blistering, fading or yellowing
9. Fading and deterioration of fabrics, canvas and upholstery
10. Options and accessories installed after manufacture or any damage caused to an otherwise warranted item by options and accessories installed after manufacture
11. Damage caused by improper maintenance, lack of proper maintenance, galvanic corrosion, fuel contamination, improper trailering or trailer set up, damage caused by operation of the boat in violation of any Commonwealth, State or Local Authority laws rules or regulations
12. Incidental or consequential damage of any nature or kind whatsoever
13. The boat not meeting any published or announced performance characteristics regarding speed, fuel consumption or oil consumption

14. The boat if it has been structurally altered or repaired transported or powered beyond the recommendations of BBA
15. Water damage, dry rot, staining, discolouration, bleeding or absorption of water by condensation or otherwise to interior surfaces, polyurethane, foam or interior wood
16. Damage to, or failure of, interior or exterior parts caused by maintenance and /or cleaning supplies.
17. Inspection, dismantling, repair and reassembly costs if it is established that the part or parts the subject of the warranty claim are not covered by warranty or are not defective
18. Damage caused by continued use of the boat after a defect is or should have been discovered including any additional loss or damage caused by the continued use of the boat
19. Component parts covered by any other manufacturer's warranty
20. Damage caused by loading and unloading from trailers, cradles or other boat storage devices or by travel lift or forklift
21. Damage to the windscreen
22. Rust and/or "tea staining" is not covered
23. Decals, or
24. Damage to the gel coat or any other coating applied to the hull or the hull resulting from osmosis.

For the purposes of this warranty, the terms: "structurally defective" means containing a defect that causes the hull or deck to be unsafe or unfit for use in normal operating conditions. "Hull" means the single fibreglass moulded shell and integral fibreglass structural components below the hull flange; and "deck" means the single fibreglass moulded shell and internal fibreglass structural components above the hull flange.

This warranty does not apply unless:

- a. the Boat:
 1. Has been used and operated properly and in accordance with the manufacturer's operations manual
 2. Has not been fitted with an engine (or engines) which exceed the maximum horsepower or engine/transom weights specified by BBA
 3. Has been maintained and cared for properly and in accordance with the manufacturer's recommendations
 4. Has not been used in any form of competition use where speed is a factor or for commercial use
 5. Has not been modified or altered after having been delivered by BBA
 6. The trailer is correctly adjusted and meets BBA minimum trailer requirements.
 7. All warranty work is approved by BBA before repairs are carried out.
 8. The repair or replacement is carried out by an authorised BBA dealer or by some other person approved in writing by BBA prior to the repair or replacement being carried out.

In the first instance all warranty claims must be addressed to the purchasing dealer or the Manufacturer. All such claims must in writing, contain full details of the problem encountered and be submitted to the purchasing dealer (and copied to BBA) within 30 days of the date on which the owner becomes or should have, exercising reasonable diligence, become aware of the defect.

Claims must be made within:

1. 120 months of the date of the original retail sale, if the claim relates to a structural defect, or
2. 24 months of the date of the original retail sale, for any other claim under this warranty.

The owner must bear all of the costs of claiming under this warranty. In particular, the owner is responsible for arranging and paying for the return of the boat to BBA, or an authorised repairer as directed by BBA.

To the greatest extent permitted by law:

- a. The liability of BBA under this warranty is limited to the repair or replacement of any defective part or parts, or the cost of such repair or replacement provided that BBA has approved the repair or replacement before it occurs
- b. All warranties implied by statute or law are expressly excluded
- c. BBA has no liability under this warranty for any consequential or other loss caused by or arising out of, or relating to the defective part or parts, whether or not caused or contributed to by the negligence or breach of contract of BBA or its employees, agents or contractors

Third party components

- a. Your boat is fitted with component parts that are manufactured and supplied by third parties and installed by BBA to the third party specifications.

These components are not warrantable by Bonito Boats Australia but are covered by the component manufacturers standard warranties. BBA will assist where possible for the removal and replacement of these components at the cost of owner.