

# **POLAR KRAFT DAKOTA JON DIV OF APEX MARINE LIMITED WARRANTY (Updated 2022)**

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Limited one-year warranty for Polar Kraft boats (the Product) sold in the United States and Canada

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## **COVERAGE PROVIDED:**

Polar Kraft warrants all Dakota and Jon boats for one (1) year. This includes equipment installed by the manufacturer, hulls outer aluminum skin, double-riveted seams and welds, and structural hull components. All warranties are subject to “normal use” requirements. Normal use means for personal recreational purposes.

This warranty extends to the first retail purchaser and begins on the date of delivery to the first retail purchaser. Written notice of defects subject to warranty coverage must be given to Polar Kraft, 300 East Chicago Street, Syracuse IN 46567, or to the selling dealer with thirty (30) days after the defect is discovered by the retail purchaser. The notice must be received during warranty coverage time or no later than thirty (30) days after its expiration. If any component part of the Product fails as a result of a manufacturing defect during warranty coverage time, it will be repaired. If repairs are required, they will be made without charge, excluding any transportation costs. Exclusions are set forth below.

## **OWNERS OBLIGATIONS:**

The owner is responsible for normal maintenance. The owner shall contact the selling dealer, or a Polar Kraft authorized service center if a problem occurs which may be covered by this warranty. The owner shall be responsible for transportation costs to a Polar Kraft designated warranty service facility, or to the selling dealer for warranty service.

## **DEALERS OBLIGATIONS:**

The selling dealer is obligated to maintain and protect the Product against weather deterioration prior to retail sale, to perform a detailed pre-delivery inspection, and to provide warranty service.

If the selling dealer is unwilling to resolve a problem which the owner is convinced is covered by this warranty, the owner should write Polar Kraft at the address listed above, or fax Polar Kraft at 574-457-4278, attention Warranty Service Department, with a description of the problem and attempts made to resolve it. Polar Kraft will review the problem to determine if this warranty is applicable and will immediately provide written notice to the owner and the selling dealer.

## **EXCLUSIONS and LIMITATIONS**

This warranty does not cover or include:

1. Equipment and appliances (stereos, engines, outdrives batteries, trailers, etc.) which are warranted directly by the respected manufacturer.
2. Defects in paint or Product finish.
3. Damage caused by or related to:
  - a. Environmental conditions (salt, hail, chemicals in the atmosphere, etc.)
  - b. Accidents, misuse, negligence, overloading, or improper handling
  - c. Failure to perform normal maintenance
  - d. Alteration or modification of the Product, including but not limited to, non-factory installed equipment, alterations for and/or use for racing
  - e. Improper trailering, or improper trailering set up
  - f. Electrolysis, galvanic corrosion, or barnacles
4. Normal deterioration due to wear or exposure, such as fading of fabrics, carpet wear, etc.
5. Normal service items such as light bulbs, fuses, lubricants, etc.
6. Any boat used as a commercial unit or any unit used as a leased or rental unit. Commercial unit means used for any business, for profit, or for income purposes at ANY time.
7. Speeds, fuel consumption, and other performance characteristics.
8. In no event shall any repair or replacement under this limited warranty exceed the fair market value of the customer’s boat as of the date the customer provides notification of the defect.

## **POLAR KRAFT DAKOTA JON LIMITED WARRANTY (cont'd.)**

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### **DAMAGE LIMITATIONS AND ORAL AND IMPLIED WARRANTY LIMITATIONS:**

POLAR KRAFT WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, EXPENSE FOR TRAVEL, LODGING, TRANSPORTATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR LOSS OF INCOME.

Implied warranties such as the warranty of merchantability of fitness for particular purpose cover only the original purchaser. It is the intent of Polar Kraft to comply with the Magnuson-Moss Warranty Act and the Federal Trade Commissions prescribed rulings. Polar Kraft is not liable for and will not recognize any warranty other than the implied warranties under state law and the written warranty contained in this document. In other words, no other warranty, written or oral is given by Polar Kraft.

Please note, however, some states do not allow the exclusion of limitation of incidental or consequential damages and may not apply to you. Some states also do not allow limitations on how long an implied warranty lasts, so the above limitation on the term of the implied warranty may also not apply to you.

### **NON-AMMENDABLE OR TRANSFERABLE:**

This warranty is not assignable or transferable. This warranty may be altered in writing by Polar Kraft and not by any Polar Kraft dealer. Any modification or additional statements concerning warranty by persons other than Polar Kraft personnel are not the responsibility of Polar Kraft and should not be relied upon.

### **OWNER REGISTRATION:**

The filing of owner registration will be performed by your selling Dealer at the time of the sale or during the pre-delivery inspection.

**WARNING: OWNER REGISTRATION INFORMATION MUST BE ON FILE WITH THE WARRANTY DEPARTMENT BEFORE ANY REQUESTS CAN BE HONORED.**

### **LEGAL RIGHTS:**

This warranty gives you specific legal rights and you may also have other rights, including but not limited to, those provide by the Magnuson-Moss Act, 15 U.S.C. §2301 as well as other rights that may vary from state to state.