



**New Boat Warranty Manual**

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**1. Your Legal Rights Under These Limited Warranties**

The warranties contained in this book are the only expressed warranties that MB Sports makes for your boat. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For Example, you may have some implied warranties, depending on the state where your boat is registered:

- An “implied warranty of merchantability” means that your boat is reasonably fit for the general purpose for which it was sold.
- An “implied warranty of fitness for a particular purpose” means that your boat is suitable for your special purposes if those special purposes were specifically disclosed for MB Sports itself – not merely to the dealer – before your purchase, and MB Sports – not just the dealer • told you the boat would be suitable for that purpose.

**ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THE COVERAGE UNDER THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATION ON OW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE THE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**



## **2. Who is Covered**

The MBSPORTS Limited Warranty is provided to the original owner (s) of a MBSPORT Boat originally sold by an authorized MBSPORTS dealership.

In cases of resale, any remaining warranties may be transferred to a subsequent owner pursuant to the terms and conditions set forth in Section 3.6, entitled “Warranty Transfer Option”.

A warranty registration card is supplied with every new MBSPORTS Boat. MB Sport highly encourages owners to complete this card at the time of sale. Doing so ensures MB Sports is able to keep owners informed of important safety and service information.

## **3. What Is Covered Under Your MBSPORTS Limited Warranty**

### **3.1 Basic Limited Boat Warranty**

#### **A. What is Covered**

- The Basic Limited Boat Warranty covers all parts and labor needed to repair defective items or components on your boat supplied by MB Sports that are defective in material workmanship or factory preparation.
- This warranty applies to all items or components for the exclusion or items listed under caption “What is Not Covered”, or as indicated below.

#### **B. When It Begins**

- The Basic Limited Boat Warranty begins on either of the following dates, whichever is earlier:
- The date you take delivery of the boat; or The date the boat was first put into service – for example, as a dealer “demo” or as a MB Sports factory “demo”.

#### **C. When It Ends**

- The Basic Limited Boat Warranty extends to the original owner and lasts for 36 months from the date it begins.

See “Warranty Transfer Option” (section 3.6).



### 3.2 Lifetime Limited Hull Warranty

#### A. What is Covered

- The Lifetime Limited Hull Warranty covers the cost of all parts and labor needed to repair any Hull, deck, liner or stringer supplied by MB Sports that is structurally defective in material or workmanship.
- This warranty applies to all items or components for the exclusion or items listed under caption “What is Not Covered”, or as indicated below.
- MBSPORTS, or its authorized dealers, will repair or replace, at MB Sports option, any boat or portion thereof proven to its satisfaction to be defective during its warranty period.

**Exception: The Lifetime Limited Hull Warranty does not cover the gelcoat or any other components Fastened or applied to the dash, hull or deck. Gelcoat discoloration, blistering and cracks are not considered structural defects. Gelcoat, along with installed components, are warranted separately under MB Sports “Basic Limited Boat Warranty” and “Gelcoat Limited Warranty” listed on the following page.**

#### B. When It Begins

The Lifetime Limited Hull Warranty begins at the end of the Basic Limited Boat Warranty on the date your boat has been in service for more than 36 months.

#### C. When It Ends

- The Lifetime Limited Hull Warranty extends to the original owner for as long as they own the boat. The warranty, unless transferred, is terminated upon the boat’s sale or transfer of ownership.
- See “Warranty Transfer Option” (section 3.6)

### 3.3 Gel coat Limited Warranty

#### A. What is Covered

The Gelcoat Limited Warranty covers all parts and labor needed to repair or correct the gelcoat finish of your new boat supplied by MB Sports that are the result of defects in the material or workmanship.

This warranty is contingent only upon the understanding that the boat will be regularly washed using mild detergent or appropriate cleaning compound. In addition, when the boat is not in use, it is to be stored out of the water by one of the following methods:

- Out of the water on a trailer with canvas or similar cover;
- Out of the water under a covered dry dock or hydrohoist; or
- Out of the water in a garage or other structure with four walls and a roof.

Exceptions to this warranty are listed under the caption “What Is Not Covered” (section 4)

**B. When it Begins**

The Gelcoat Limited Warranty begins on either of the following dates, whichever is earlier:

- The date you take delivery of the boat; or
- The date the boat was first put into service – for example, as a dealer “demo” or as a MB Sports factory “demo”.

**C. When it Ends**

- The Gelcoat Limited Warranty extends to the original owner and lasts for 24 months from the date it begins.
- See “Warranty Transfer Option” (section 3.6)

**3.4 Powertrain Limited Warranty**

**A. What is Covered**

**a. PCM Powertrains**

- PCM Products Company maintains its own warranty, independent of MB Sports.
- However, to improve the level of service to our dealers and customers, MB Sports administers the engine warranty on units equipped with a PCM powertrain on PCM behalf.
- Please refer to your PCM Engine Owners Manual for Specific warranty coverage information.



**B. When It Begins**

The Powertain Limited Boat Warranty on either of the following dates, whichever is Earlier:

- The date you take delivery of the boat; or
- The date the boat was first put into service – for example, as a dealer “demo” or as a MB Sports factory “demo”.

**C. When It Ends**

**a. PCM Powertrains**

- The powertrain coverage for PCM equipped units lasts for 36 months from the date it begins or 300 hours.
- See “Warranty Transfer Option” (section 3.6)



### 3.5 Audio System Limited Warranty

#### A. What is Covered

- The Audio System Limited Warranty covers all parts and labor needed to repair defective audio system items or components on your boat supplied by MB Sports that are defective in material or workmanship.
- This warranty applies to all audio system items or components, except for the exclusions or items listed under the caption “What Is Not Covered” (section 4) or as indicated below.

#### B. When It Begins

The Audio System Limited Warranty begins on either of the following dates, whichever is earlier:

- The date you took delivery of the boat; or
- The date the boat was put into service – for example, as a dealer “demo” or as a MB Sports factory “demo”.

#### C. When It Ends

- The Audio System Limited Warranty extends to the original owner and lasts for 36 months from the date it begins.
- See “Warranty Transfer Option” (section 3.6).

### 3.6 Warranty Transfer Option

A transfer fee of five hundred dollars (\$500.00) payable to MB Sports will include the Limited Lifetime Hull Warranty and remaining three (3) years or 300 hours bumper to bumper engine warranty supplied by PCM for a period of three (3) years from:

- The date the boat was originally delivered to the first owner; or
- The date the boat was first put into service – for example, as a dealer “demo” or as a MB Sports Factory “demo”.

**All remaining warranties may be transferred, subject to a boat inspection fee to be determined by an authorized MB Sports Dealer. Contact your nearest MB Sports Dealer for transfer details, including applicable fees and the scheduling of a boat inspection.**

**Any warranty transferred pursuant to this section does not extend the length of the warranties as specifically limited by section 3.**

### 3.7 Operation Requirements

Your Owner’s Manual contains important operation and maintenance requirements that you must follow to maintain warranty coverage for your boat. Please carefully review and follow these requirements.

## 4. What Is Not Covered

### 4.1 Modifications Not Covered

#### A. Some Modifications Do Not Void the Warranties But Aren't Covered

Certain modifications that you make to your boat do not, by themselves, void the warranties described in this booklet. Examples include:

- Installing non-MB Sports approved parts, components or equipment (such as towers, speed control equipment, aftermarket stereo equipment); and
- Using special non-MB Sports or PCM approved materials or additives.

But your warranties do not cover any part that MB Sports Boats did not supply or is not certified for use on your boat. Nor do your warranties cover the costs of any repairs or adjustments that may be caused or needed because of the installation or use of non-MB Sports approved parts, components, equipment, materials or additives.

Examples of alterations that are not covered include:

- Towers
- Tower accessories (light, speakers, etc)
- Aftermarket Ballast Systems
- Barefoot booms
- Canvas accessories
- Bottom painting
- Improper repairs

#### B. Modifications That WILL Void Your Warranties

That following modifications will void your warranties;

- Overloading or overpowering your boat;
- Disconnecting, tampering with, or altering the boat's hour meter, unless your repairing technician follows the legal requirements for repairing or replacing hour meters;
- Attaching any device that disconnects the hour meter; or
- Tampering with or disabling any factory warning device or system.

#### 4.2 Environmental Factors Not Covered

Your warranties do not cover damage caused by environmental factors such as airborne fallout, chemicals, tree sap, salt, ocean spray, mold, acid rain, road and boating hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornados, sandstorms, lightning, floods, earthquakes or any other acts of God.

Your warranties do not cover conditions resulting from anything impacting the boat. This includes cracks, chips and scratches in the gelcoat finish, windshield glass, painted surfaces or damage from collision.



### **4.3 Maintenance Costs Not Covered**

Your warranties do not cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by use of contaminated fuels or by the use of oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

Your warranties do not cover the costs of your boat's normal or scheduled maintenance – the parts and services that all boats routinely need. Some of these parts and services, which your warranties do not cover, include:

- Inspections
- Lubrication
- Engine tune-ups
- Replacing filters, coolants, spark plugs, bulbs, or fuses (unless those costs result from a covered repair)
- Sea water impellers
- Proshaft packing
- Cleaning and polishing

### **4.4 Gelcoat Exclusions**

MB Sports prides itself on the quality and craftsmanship we put into every boat. The gelcoat finish on all MB Sports boats is applied by hand. Therefore, very minor finish distortions or imperfections may be found in areas of the boat, e.g., along the boat's pin striping. Such minor imperfections are considered normal in a handcrafted product and are not considered warrantable.

Warranty consideration for chalk and fade only applies to gelcoat applied above the water line.

### **4.5 Corrosion Exclusions**

Your warranties do not cover the following:

- Surface corrosion caused by such things as salt, salt spray, sand and road debris.
- Corrosion caused by accident, damage, abuse or boat alteration.

#### **4.6 Incidental and Consequential Damages Not Covered**

Your warranties do not cover any incidental or consequential damages.

Examples of such damages include:

- Lost time
- Inconvenience
- The loss of use of your boat
- The cost of a rental boat, gasoline, telephone, travel, or lodging
- The loss of personal or commercial property
- The loss of revenue
- Transportation costs to/from dealership
- Or any other incidental or consequential damages

Some states do not allow incidental or consequential damages to be executed or limited, so this exclusion may not apply to you.

#### **4.7 Other Exclusions**

Your warranties do not cover the costs or repairing damage or conditions caused by any of the following:

- Overloading or overpowering
- Fire or accident

- Abuse or neglect
- Misuse (proper use is outlined in your Owner's Manual)
- Windshield damage from external objects
- Any changes or modifications made to your boat that do not comply with the MB Sports specifications
- Using any fluid that does not meet the minimum specifications in the Owner's Manual

In you use your boat primarily for business or commercial purposes, then these implied warranties do not apply and MB Sports completely disclaims them to the extent allowed by law. The implied warranty of fitness for a particular purpose does not apply if your boat is used for exhibition, even if the boat is equipped for that purpose.

#### **4.8 Total Loss, Salvage, Junk or Scrap Boats Not Covered**

A boat has no warranty of any kind if:

- The boat is declared to be at total loss by an insurance company; or
- The boat is rebuilt after being declared to be a total loss by an insurance company.

MB Sports Boats will deny warranty coverage without notice if it learns that a boat is ineligible for coverage for any of these reasons.

#### **4.9 Items Covered By Other Warranties**

The following items are covered by separate warranties offered by their manufacturers or distributors. They are not covered by the Basic Limited Warranty:

- Trailers
- Tires
- Items added or changed after the boat left MB Sports' manufacturing plant, such as accessories or protection products, or items changed because of customization.

Be sure you get a copy of any warranty that applies to these items from your dealer, or from the manufacturer of the product.

#### **4.10 Restricted Warranty**

Your warranties can also be restricted by MB Sports if the boat is not properly maintained, or if the boat is overloaded, abused or neglected and the overloading, abuse or neglect interferes with the proper functioning of the boat. If the warranty is restricted, coverage may be denied or subject to approval by MB Sports before covered repairs are performed.

#### **5. Other Terms of Your Warranties**

##### **5.1 Exchanged Parts May Be Used in Warranty Repair**

In the interest of customer satisfaction, MB Sports may offer exchange service on some boat parts. This service is intended to reduce the amount of time your boat is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured or repaired, depending on the part involved.

All exchange parts meet MB Sport standards and have the same warranties as new parts.

Examples of the type of exchange parts that may be used include:

- Engine assemblies
- Transmission and V-Drive assemblies
- Instrumentation
- Audio Equipment

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All exchange parts meet MB Sport standards and have the same warranties as new parts.

Examples of the type of exchange parts that may be used include:

- Engine assemblies
- Transmission and V-Drive assemblies
- Instrumentation
- "Wedge" parts or assemblies
- Audio Equipment

## **5.2 Pre-Delivery Service**

A defect or damage to the finish, mechanical, electrical, interior or other components of your boat may have occurred at the factory or while it was being shipped to your dealer.

Such a defect or damage is usually detected and corrected while at the factory. In addition, dealer's musts inspect each boat before delivery. They repair any defects or damage detected before the boat is delivered to you.

## **5.3 Production Changes**

MB Sport and its dealers reserve the right to make changes in boats built or sold by them at any time without incurring any obligation to make the same or similar changes on boats previously built or sold.

## **5.4 Governing Law and Other Terms**

All of the warranties maintained by MB Sport are made under California Law, and California Law will be used to interpret them. Except to the extent allowed by law, punitive, exemplary or multiple damages may not be recovered. No person, including MB Sport employees or its dealers may modify or waive any part of these warranties.

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

If you purchased, registered or operate your boat in another Country other than the United States, e.g. the European Union, you may have legal rights under applicable international legislation governing the sale of consumer goods which are not affected by these warranties.

## **6. How to Get Warranty Service**

### **6.1 Your Responsibilities**

For a covered repair to be given warranty consideration, it is your responsibility to notify an authorized MB Sports dealer of the non-conformity within thirty (30) days of its occurrence or failure.

### **6.2 Where to Take Your Boat**

Warranty service must be performed by an authorized MB Sports dealer. We strongly recommend that you take your boat to your selling dealership. They know you and your boat best, and are most concerned that you get the prompt and high quality service. If you move, warranty service may be requested from any authorized MB Sports dealer.

### **6.3 Emergency Warranty Repairs**

If you are out of your local area on vacation, have any emergency, and have to get a warranty repair made by someone other than an authorized MB Sport dealer, please follow this procedure:

- Please get a detailed receipt for the work done. Make sure this receipt lists all the warranty repairs and parts that were involved.
- When you return home, contact MB Sport Customer Service/Warranty Department (section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your boat's hull identification number and any other relevant documents.

## **7. How to Deal with Warranty Problems**

### **7.1 Steps to Take**

#### **A. In General**

Normally, your dealer's sales or service departments can resolve warranty problems.

That is why you should always talk to your dealer's service manager or sales manager first. But if you are not satisfied with your dealer's response to your problem, MB Sport recommends that you do the following:

- Step 1: Discuss your problem with the owner or general manager of the dealership.

- Step 2: If your dealership still cannot resolve the issue, contact MB Sports' Customer Service Department. You can find the contact information in section 7.2

#### **B. What MB Sport Will Do**

Once you have followed the two steps described above, a MB Sports representative at MB Sport Headquarters will review your situation. If it is something that MB Sports can help you with, MB Sport will provide your dealer with all the information and assistance necessary to resolve the problem. Even if MB Sport cannot help you, MB Sport will acknowledge your contact and explain MB Sport's position.

#### **C. Notice Under State Lemon Laws**

Some states have laws allowing you to request a replacement boat or refund of the boat's purchase price under certain circumstances. These laws vary from state to state. If your state allows, MB Sports requires that you first notify us in writing of any service difficulty that you may have experienced so that we are given a reasonable opportunity to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to MB Sports Customer Service Department at the address in section 7.2

## 7.2 Helpful Addresses and Telephone Numbers

Here is the address and telephone number of MB Sports' Corporate Offices and the customer service department that will assist you wherever you happen to be.

MB Sports Customer Service/Warranty Department  
280 Air Park Road  
Atwater, CA 95301  
(209)358-8374 or [info@mbsports.net](mailto:info@mbsports.net)



280 Air Park Road  
Atwater, California 95301



Phone: 209.357.4153  
Fax: 209.357.4155  
[www.mbsports.net](http://www.mbsports.net)  
email: [info@mbsports.net](mailto:info@mbsports.net)



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