

Moomba Limited Warranty

Taking care of our product after it becomes yours has always been “standard policy” at Skier’s Choice, Inc., the proud manufacturer of the Moomba line of boats. And to further prove our point, we offer the following limited warranty.

Terms of Warranty

During the applicable Warranty Period (as defined below), Skier’s Choice, Inc. (“Skier’s Choice” or the “Company”) warrants to the original retail purchaser (the “First Owner”) that the components and parts manufactured by Skier’s Choice (the “Covered Components”) of each new Skier’s Choice boat are free from any defects in material and workmanship, under normal use and when operated and maintained according to boat’s instructions (“Normal Use and Operation”).

- This Limited Warranty applies to all Covered Components other than the deck, hull, floor and stringers for a period of one year (the “One-Year Warranty Period”) from the original date of purchase by the First Owner (the “Original Purchase Date”). Exclusions do apply.
- This Limited Warranty applies to the deck, hull, floor (excluding carpet) and stringers for the lifetime of the boat (the “Lifetime Warranty Period”). Exclusions do apply.
- This Limited Warranty applies to the gel coat for a period of one year (The “One-Year Warranty Period”) from the original date of purchase by the First Owner (The “Original Purchase Date”). Exclusions do apply.

This Moomba Limited Warranty may be transferred to a second owner. The remaining duration of the Moomba limited warranty from the first owner’s original purchase date is transferable. A nominal warranty transfer fee and a dealer inspection are required. Boats that are damaged or have been abused may not be eligible for the warranty transfer. Inspection and Fee need to be completed within 14 days of the sale to a subsequent owner or the boat will not be eligible for the warranty to transfer.

Subject to the terms of this Limited Warranty, Skier’s Choice will repair or replace, at its sole option, any Covered Component which is returned during the applicable Warranty Period to the Skier’s Choice factory or to any other Moomba authorized repair facility (an “Authorized Moomba Facility”), provided that:

- Only the Covered Components that are declared defective upon examination by Skier’s Choice will be repaired or replaced under this Limited Warranty;
- Transportation of the boat, parts or components to and from the Skier’s Choice factory or the Authorized Moomba Facility must be prepaid by the owner;
- Notice of any claim under this Limited Warranty must be provided to Skier’s Choice by the Authorized Moomba Facility no later than sixty (60) days after the owner becomes aware of the defect.
- The boat was purchased at a dealership authorized by Skier’s Choice, Inc. to distribute the product in the country in which the sale occurred.

Notification of a claim or defect must be properly made directly to an Authorized Moomba Facility, who subsequently must submit the claim information to Skier’s Choice, Inc. at 1717 Henry G. Lane Street, Maryville, Tennessee 37801. Information needed for processing a claim includes (1) Name and address of the owner; (2) Serial number of the boat; (3) Original retail purchase date; (4) Detailed explanation of the defect; and (5) Estimated repair cost.

Note: Warranty repair or replacement cannot be made until this information is approved by Skier’s Choice.

In case of defect of a Covered Component, Skier’s Choice will use its reasonable best efforts to repair or replace the Covered Component within ninety (90) days of receipt thereof at its factory or an Authorized Moomba Facility. Any warranty on replaced or repaired components pursuant to this Limited Warranty shall remain in effect only for the remainder of the original Warranty Period. The repair or replacement of Covered Components will be made by Skier’s Choice without charge to the owner for parts or labor. The replacement or repair of the defective part or component as stated in this Limited Warranty shall be the sole remedy of the owner and the sole liability of the Company under this Warranty and any implied warranties.

There are no express or implied warranties on the parts and components manufactured or sold by Skier’s Choice except as set forth in this Limited Warranty.

Exclusions

Claims or assertions relating to the following are specifically excluded from coverage under this Limited Warranty and Skier’s Choice disclaims any liability or obligation with respect to the following:

1. Defects in or damage caused by or relating to the engine or any part thereof. (Note: The engine may be covered by warranty of the engine manufacturer. Please see engine manufacturer warranty for details.)
2. Defects in or damage caused by or relating to the trailer or any part thereof. (Note: The trailer may be covered by warranty of the trailer manufacturer. Please see trailer manufacturer warranty for details.)
3. Covered Components of a boat that has been sold by the First Owner and the warranty transfer was not completed.
4. Damage caused by, related to, or resulting from failure of components or parts which are not manufactured by Skier’s Choice, including but not limited to bilge pump failure.
5. The Limited Lifetime Warranty on the deck, hull, floor (excluding carpet) and stringers does not include hardware or other components fastened or adhered to the hull, deck, floor or stringers.
6. Normal maintenance and upkeep relating to the boat or any part thereof, including but not limited to, alignment, adjustments, connectors, tune-ups and wear items, such as, shaft packing, belts, hoses, filters, seals, gaskets, strut bushing, etc.

7. Damage to or malfunction of a boat, or any component thereof, resulting from owner use, lack of maintenance, improper maintenance, impact, misuse, negligence, collision, delay in repair, improper hoisting or cradling of the boat.
8. Any and all consequential damages including, but not limited to, costs incurred for haul-out, launching, towing and storage charges, telephone or rental charges of any type, inconveniences, loss of use, or loss of time or income.
9. Equipment installed by anyone other than authorized factory personnel at the Company's production facility. Equipment replaced at an Authorized Moomba Facility pursuant to this warranty agreement remains under warranty until the expiration of the Limited Warranty period.
10. Any boat which is: (a) used for rental or other commercial, military or industrial purposes; (b) used in boat racing, demonstrations, ski school, or similar events; (c) altered, modified, repaired or replaced so as to increase the cubic inch capacity or horsepower output of the engine and boat as originally manufactured; (d) not properly stored or maintained.
11. Any boat which is: (a) repossession from a retail customer; (b) purchased at auction (bank auction, online auction, auction house, etc.); (c) purchased from a salvage yard; (d) purchased from an insurance company that obtained the product as a result of an insurance claim.
12. Speeds, fuel consumption and other performance characteristics because they are estimated and may vary.
13. Damage to or defects in paints, varnishes, gelcoat surfaces and colors, finish distortions, chrome plated or anodized finishes, floor covers and any other surface coatings.
14. Gelcoat discoloration, blisters or bubbles, including, but not limited, to those which may result from a boat being left in the water for long periods of time.
15. Upholstery cracks, mildew, stains or tears resulting from owner use, lack of maintenance, improper maintenance, impact, misuse, negligence, delay in repair, use of improper cleaners or conditioners.
16. Gelcoat limited warranty is not transferable to second owner and its duration is limited to one (1) year from the original purchase date.
17. Any boat purchased from a dealer in another country, where the primary use of the boat will require the boat to cross an international border, except to the extent otherwise expressly provided in a separate written agreement between the First Owner and Skier's Choice.
18. Skier's Choice reserves the right to improve its products through changes in design or material without being obligated to incorporate such changes in products of prior manufacture.

OTHER LIMITATIONS

1. THIS LIMITED WARRANTY LIMITS THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE TO THE PERIODS SPECIFIED HEREIN. Some states do not allow limitations on how long an Implied Warranty lasts, so this limitation may not apply to you.
2. THE REMEDIES OF REPAIR OR REPLACEMENT AT THE OPTION OF SKIER'S CHOICE, AS SET FORTH HEREIN, ARE THE ONLY REMEDIES AVAILABLE UNDER THIS WARRANTY. SKIER'S CHOICE DISCLAIMS ANY OBLIGATION OR LIABILITY FOR COSTS OR CHARGES DERIVED FROM INCONVENIENCE OF LOSS OF USE, COMMERCIAL OR MONETARY LOSS DUE TO LOSS OF TIME, INCONVENIENCE, OR ANY OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
3. THIS WARRANTY IS IN PLACE OF ANY OTHER EXPRESS WARRANTIES.
4. THIS WARRANTY APPLIES TO THE FIRST OWNER. Unless the warranty was properly transferred to a second owner.
5. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
6. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY CONTRACTUAL LIABILITIES, INCLUDING PRODUCT LIABILITIES.
7. THE DEALER IS NOT THE AGENT OF SKIER'S CHOICE AND SKIER'S CHOICE DOES NOT AUTHORIZE THE DEALER, OR ANY OTHER PERSON, TO ASSUME ON BEHALF OF SKIER'S CHOICE ANY LIABILITY OR EXPENSE INCURRED IN THE COURSE OF REPAIRING ITS PRODUCTS OTHER THAN THOSE EXPRESSLY AUTHORIZED IN THIS LIMITED WARRANTY. THE DEALER MAY NOT EXTEND OR IN ANY WAY CHANGE OR AMEND THIS LIMITED WARRANTY .

Owner's Responsibility

1. Before operating your Moomba, it is necessary to read and fully understand this Owner's Manual and all other information delivered with the boat.
2. It is the owner's responsibility to take the boat to an authorized Moomba dealer to obtain warranty service.
3. It is the owner's responsibility to properly operate and maintain the boat in accordance with this manual and all other information delivered with the boat.
4. The owner should keep maintenance records should it be necessary to show that required maintenance has been performed on the boat.

Dealer's Responsibility

1. The Dealer should provide the buyer with an adequate orientation in the general operation of the boat and review all systems and accessories included with the boat.
2. The Dealer should deliver a complete owner's manual packet with the boat consisting of Owner's Manual, Registration, Engine Manual, Stereo Manual, Moomba Warranty and all warranties for separately warranted items aboard the boat.
3. The Dealer should review all warranty information with the buyer and assist in filling out warranty cards if necessary.
4. The Dealer should ensure that any information or obligation from either Skier's Choice, Inc. or from the dealership is clearly understood by the buyer.
5. The Dealer should instruct the buyer in obtaining local service and out-of-area service for a Moomba boat.

Customer Assistance

The staff at Skier's Choice, Inc. is concerned with your complete satisfaction. This includes the prompt resolution of any problems that may arise during the warranty period. Normally, problems encountered may be efficiently and effectively resolved by your Moomba Dealer. However, if a problem cannot be handled by the Dealer or if a solution is not satisfactory to you as an Owner, please follow these steps to get the matter resolved:

Step One

Discuss the problem with a member of your Moomba Dealer's management staff. It is most likely that the problem will be resolved at this level.

Step Two

If the Dealer management does not resolve the problem to your satisfaction, please have the problem and all action taken, documented by the Dealer, then contact the factory Customer Service Representative at Skier's Choice, Inc.

Skier's Choice, Inc.
1717 Henry G. Lane Street
Maryville, TN 37801
Tel: (865) 983-9924
Fax: (865) 983-9950

Describe the original problem in detail to the Customer Service Representative. Be prepared to furnish appropriate documentation and the reasons why service by the Dealer was unsatisfactory. If further action is required to resolve the problem, the Customer Service Representative will dictate the appropriate action.

Step Three

Finally, if after following these steps and providing documentation and after obtaining necessary authorization from the Customer Service Representative to take additional action, the problem is still not resolved to your satisfaction, the President of Skier's Choice, Inc. will personally review the problem and make a determination concerning final resolution.