



Section 15 Moomba Limited Warranty

SKIER'S CHOICE 2021 MOOMBA® BOAT LIMITED WARRANTY

Skier's Choice, Inc. ("Skier's Choice") provides the following manufacturer's limited warranty, subject to the remedies, conditions, exclusions, and limitations set forth below, on all Moomba® brand water sports boats sold as new by our authorized dealers. ("Covered Boats"). Indmar Marine Engines provides a manufacturer's limited warranty (the "Engine Warranty") for the engine of each Covered Boat. Boatmate Trailers provides a manufacturer's limited warranty (the "Trailer Warranty") for the trailer sold by our authorized dealers with each Covered Boat. For specific information on the Engine Warranty and the Trailer Warranty, please refer to the individual Indmar and Boatmate limited warranty policies. Exclusions and limitations apply.

DISCLAIMER AND LIMITATION OF IMPLIED WARRANTIES

ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ARE SUPERSEDED BY THIS LIMITED WARRANTY. AND, SKIER'S CHOICE DISCLAIMS, AND THE OWNER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY, AND CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PERIODS STATED HEREIN. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR DO NOT ALLOW LIMITATIONS ON THE AMOUNT OF TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, IN THE EVENT THAT APPLICABLE STATE OR COUNTRY LAW DOES NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES BUT SETS FORTH THAT IMPLIED WARRANTIES MAY BE LIMITED IN DURATION, THIS LIMITED WARRANTY LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE TIME PERIOD PROVIDED IN THIS LIMITED WARRANTY OR APPLICABLE STATE LAW, WHICHEVER IS SHORTER. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT THE RIGHTS YOU MAY HAVE UNDER LAWS IN OTHER COUNTRIES.

LIMITED WARRANTY. Skier's Choice warrants to the original retail purchaser (the "First Owner") that the components and parts manufactured by Skier's Choice described below (the "Covered Components") of each Covered Boat are free from any defects in material and workmanship, under normal use and when operated and maintained according to Skier's Choice's instructions for the applicable Warranty Periods (defined below). The Skier's Choice warranty does not cover the engine and trailer sold with a Covered Boat, which are separately warranted under the Engine Warranty and the Trailer Warranty, respectively.

LIMITED FIVE-YEAR WARRANTY PERIOD ON COVERED COMPONENTS. This Limited Warranty applies to Covered Components other than the deck, hull, floor, and stringers for a period of five years (the “Five-Year Warranty Period”) from the original date of purchase by the First Owner (the “Original Purchase Date”), except as outlined herein. During the first two years of ownership Skier’s Choice will provide both parts and labor for Covered Components; during years three (3) through five (5) of ownership Skier’s Choice will provide replacement parts only for Covered Components and labor will be the responsibility of the Owner. This Five-Year Warranty Period does not apply to the audio, instrumentation, and electronic systems; Skier’s Choice will provide both parts and labor for these systems for the first two years of ownership. Exclusions apply.

LIMITED LIFETIME PERIOD STRUCTURAL WARRANTY. This Limited Warranty applies to the deck, hull, floor (excluding carpet), and stringers for as long as the First Owner owns the Covered Boat (the “Lifetime Warranty Period”). Exclusions apply.

LIMITED ONE-YEAR WARRANTY PERIOD ON GEL COAT. 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”). The gel coat warranty is not transferable. Exclusions apply.

WARRANTY TRANSFER.

The First Owner of a Covered Boat may assign and transfer (“Warranty Transfer”) the Covered Components Warranty and the Structural Warranty to the second owner (the “Second Owner”) subject to the following conditions:

- 1) the sale or conveyance by the First Owner occurs within five years after the Original Purchase Date;
- 2) an Authorized Moomba® Dealer inspects the Covered Boat within 14 days after the sale or conveyance by the First Owner to the Second Owner; and

3) the Warranty Transfer fee in effect at the time of the sale or conveyance from the First Owner to the Second Owner is paid to the inspecting Authorized Moomba® Dealer. Skier’s Choice may refuse to accept the Warranty Transfer if the dealer inspection reveals that the Covered Boat has been damaged or abused. If the sale or conveyance by the First Owner occurs more than five years after the Original Purchase Date, then this Limited Warranty (the Structural Warranty) shall be void as of the date of transfer and shall not be transferable to the Second Owner. Only one Warranty Transfer within the applicable five year time period will be accepted by Skier’s Choice, and any Structural Warranty transferred to a Second Owner will terminate ten years from the Original Purchase Date. This Limited Warranty immediately terminates without notice if and when the Second Owner sells or transfers the Covered Boat to a subsequent owner, and this Limited Warranty shall then be null and void. Warranty transfer for engine must be completed through Indmar. Warranty transfer of the trailer must be completed through Boatmate Trailer.

If the Covered Boat is: 1) repossessed from the First Owner or the Second Owner; 2) purchased at auction (bank auction, online auction, auction house, etc.); 3) sold to or purchased from a salvage yard; or 4) sold to or purchased from an insurance company that obtained the Covered Boat as a result of an insurance claim then the Limited Warranty terminates and is null and void.

EXCLUSIONS

Skier's Choice boats are manufactured from high-quality materials and components by skilled team members. Conditions outside of Skier's Choice control, however, require limitations and exclusions from coverage under this Limited Warranty. Therefore, claims arising from or relating to the following are NOT covered by this Limited Warranty and Skier's Choice disclaims any liability or obligation to the First Owner or the Second Owner, and any other person or party, with respect to the following:

1. Defects in or damage to a Covered Boat caused by the engine, trailer, or any components or parts (including, but not limited to, the bilge pump) not manufactured by Skier's Choice. (Note: These excluded items may be covered by the Engine Warranty, the Trailer Warranty, or separate warranty from the part or component manufacturer);
2. Defects in a Covered Boat that has been sold or transferred by the First Owner and the Warranty Transfer conditions have not been timely satisfied;
3. Hardware or other components fastened or adhered to the hull, deck, floor, or stringers of the Covered Boat;
4. Normal maintenance and upkeep relating to the Covered 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, and strut bushing;
5. Damage to or malfunction of a Covered Boat, or any component thereof, resulting from lack of maintenance, improper maintenance, impact, misuse, negligence, collision, allision, accident, or delay in repair;
6. Damage caused by fire, theft, freezing, vandalism, explosion, lightning, wind, hail storms, flooding, natural disasters, or Acts of God;
7. Equipment installed, repaired or replaced by anyone other than an Authorized Moomba® Dealer or the Skier's Choice factory or factory representative;
8. Damage caused by any dealer-installed or Owner-installed options or accessories;
9. Damage caused by use of the Covered Boat from: racing, speed or commercial competitions; performance demonstrations; ski schools; rental, charter, or other commercial uses; or military or industrial purposes;
10. Damage caused by improper alteration or modification to the Covered Boat or any of its component parts or accessories, including any damage caused by alteration, modification, repair, or replacement so as to increase the cubic inch capacity or horsepower output of the engine and Covered Boat from what was originally manufactured;
11. Damage caused by use of improper or contaminated materials or substances, including, but not limited to fuel, lubricants, or coolants;
12. Damage caused by failure to timely comply with any recall or request for repair, including the failure to observe any instructions regarding use or maintenance pending completion of recall repairs;
13. Damage caused by improper storage or support of the Covered Boat on davits, a hoist or cradling system, or boat lift of any kind;
14. Damage caused by failure to maintain the Covered Boat in accordance with the maintenance provisions in the Owner's Manual;
15. Speed, range, fuel consumption and other performance characteristics of the Covered Boat because they are estimated and may vary;

16. Damage to or defects in paints, varnishes, gel coat surfaces and colors, finish distortions, chrome plated or anodized finishes, floor covers, and any other surface coatings;
17. Gel coat discoloration, blisters, bubbles, or fading, including, but not limited to, those which may result from the Covered Boat being left in the water for long periods of time, or the failure to perform maintenance on the gel coat in a timely and proper manner in accordance with the Owner's Manual;
18. Upholstery cracks, mold or mildew, stains, fading, or tears resulting from use, the failure to perform maintenance on the upholstery in a timely and proper manner in accordance with the Owner's Manual, impact, misuse, negligence, delay in repair, use of improper cleaners or conditioners;
19. Changes, revisions, or improvements made to the design, manufacture, options, accessories, or warranties of Skier's Choice boats from previous boats, including the Covered Boat;
20. Any Covered 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.
21. Corrosion due to containments, environmental, or otherwise.

SOLE REMEDY

THE SOLE AND EXCLUSIVE REMEDY OF THE FIRST OWNER AND, IF APPLICABLE, THE SECOND OWNER, IS THE REPAIR OR REPLACEMENT, AT THE OPTION OF SKIER'S CHOICE, OF THE DEFECTIVE COVERED COMPONENT PARTS OF A COVERED BOAT AS PROVIDED HEREIN. IN NO EVENT, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, SHALL SKIER'S CHOICE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE COVERED BOAT OR ANY COVERED COMPONENT PART THEREOF, OR FOR ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE. SOME STATES AND COUNTRIES, HOWEVER, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Any Covered Component returned during the applicable Warranty Period to any Authorized Moomba® Dealer will be repaired or replaced at the sole option of Skier's Choice's provided that the following conditions apply:

1. Only the Covered Components that are declared defective upon examination by or for Skier's Choice will be repaired or replaced under this Limited Warranty;
2. Transportation of the Covered Boat or Covered Components to the Authorized Moomba® Dealer, or, if necessary, the Skier's Choice factory, must be pre-paid by the Covered Boat Owner;
3. Notice of any claim or defect under this Limited Warranty must be provided to an Authorized Moomba® Dealer no later than sixty (60) days after the Owner becomes aware of the defect;

4. The Covered Boat was purchased at a dealership authorized by Skier's Choice to distribute the boat model in the country in which the sale to the First Owner occurred.

Notification of Claim. Notification of a claim or defect in a Covered Boat must be made during the applicable Warranty Period directly to an Authorized Moomba® Dealer within 60 days after the Owner becomes aware of the defect. Information needed for processing a claim includes 1) name and address of the Owner; 2) serial number of the boat; 3) Original Purchase Date; 4) detailed explanation of the defect; and 5) estimated repair cost. Repair or replacement cannot be made until all of this information is received by an Authorized Moomba® Dealer. If a Covered Boat has been at an Authorized Moomba® Dealer for 15 days, or any warranty claim was not remedied in one repair attempt, an Owner must notify Skier's Choice directly. An Owner is responsible for providing Skier's Choice written notice of any warranty claims pending or discovered prior to the expiration of the Warranty Period.

Repair and Replacement. In case of a defective Covered Component for which a claim has been properly made during the applicable Warranty Period, Skier's Choice will repair or replace, at its sole discretion, the Covered Component within a reasonable time period of receipt, unless otherwise required by law, by an Authorized Moomba® Dealer, or, if necessary, the Skier's Choice factory. Covered Components replaced or repaired pursuant to this Limited Warranty shall not extend the original Warranty Period, unless otherwise required by law. The repair or replacement of Covered Components will be made by Skier's Choice without charge to the Owner for parts or labor except as provided herein. The replacement or repair of the defective part or component as stated in this Limited Warranty shall be the sole and exclusive remedy of the Owner and the sole liability of Skier's Choice under this Limited Warranty and any implied warranties. Acceptance of any returned component by an Authorized Moomba® Dealer or Skier's Choice shall not be deemed an admission that the component is defective.

SKIER'S CHOICE'S LIABILITY SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO THE REPAIR OR REPLACEMENT OF THE COVERED BOAT OR COVERED COMPONENT FOUND TO BE DEFECTIVE AND REPORTED DURING THE APPLICABLE WARRANTY PERIOD. IN NO EVENT, SHALL SKIER'S CHOICE'S ULTIMATE LIABILITY EXCEED THE FAIR MARKET PRICE VALUE OF THE COVERED COMPONENT OR THE COVERED BOAT FOUND TO BE DEFECTIVE AND REPORTED DURING THE APPLICABLE WARRANTY PERIOD. SOME STATES AND COUNTRIES, HOWEVER, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

No third party beneficiaries. This Limited Warranty does not create any right or benefit for any third party and is for the sole benefit of the First Owner and, if applicable after a valid Warrant Transfer, the Second Owner.

OTHER LIMITATIONS

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, OBLIGATION 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, NOR CAN THE DEALER MAKE OR ALTER THIS LIMITED WARRANTY OR MAKE ANY REPRESENTATIONS ON BEHALF OF SKIER'S CHOICE.

No advice or communication of any nature by Skier's Choice or its representatives shall modify or extend the terms or scope of this Limited Warranty, nor can a Skier's Choice representative make any representation on behalf of Skier's Choice that in any way modifies the terms or scope of this warranty, except as authorized in writing by the Chief Executive Officer ("CEO") or President of Skier's Choice. ANY ACTION FOR BREACH OF WARRANTY AGAINST SKIER'S CHOICE SHALL BE BARRED UNLESS IT IS COMMENCED WITHIN ONE YEAR FROM THE DATE OF ACCRUAL OF SUCH CAUSE OF ACTION. SOME STATES OR COUNTRIES MAY NOT ALLOW THE APPLICABLE STATUTE OF LIMITATIONS FOR BREACH OF WARRANTY TO BE REDUCED, SO THIS PROVISION MAY NOT APPLY TO YOU.

This Limited Warranty shall be modified in its application and enforcement to the extent restricted, prohibited, or modified by local law to conform to applicable law.

The invalidity or unenforceability of any one or more of the provisions of this Limited Warranty herein shall not affect the validity and enforceability of other provisions.

AUSTRALIAN CONSUMERS ONLY

Warranty claims under this Limited Warranty may be sent to Ride Australia Pty Ltd., 245 Princes Highway PO Box 1454 Nowra, NSW, Australia 2541 (Tel: +61 2 4422 4477) service@rideaustralia.com.au.

The benefits to the consumer given by this Limited Warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods to which the warranty relates.

This Limited Warranty does not cover any expenses that you may incur claiming the warranty.

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.

CALIFORNIA EVAPORATIVE EMISSIONS CONTROL SYSTEM WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and Skier's Choice, Inc., is pleased to explain the evaporative emissions control system's warranty on your 2021 Moomba. In California, new SIMW must be designed, built, and equipped to meet the State's stringent anti-smog standards. Skier's Choice, Inc. must warrant the evaporative emissions control system on your Moomba for the period listed below, provided there has been no abuse, neglect or improper maintenance of your SIMW.

Your evaporative emissions control system may include parts such as: canisters, carburetors, clamps, connectors, filters, fuel caps, fuel lines, fuel tanks, valves, vapor hoses, and other associated evaporative emissions control system components.

MANUFACTURER'S WARRANTY COVERAGE:

This evaporative emissions control system is warranted for two years. If any evaporative emission-related part on your SIMW is defective, the part will be repaired or replaced by Skier's Choice, Inc..

OWNER'S WARRANTY RESPONSIBILITIES:

As the Moomba owner, you are responsible for performance of the required maintenance listed in your owner's manual. Skier's Choice, Inc. recommends that you retain all receipts covering maintenance on your Moomba, but Skier's Choice, Inc. cannot deny warranty solely for the lack of receipts.

As the Moomba owner, you should however be aware that the Skier's Choice, Inc. may deny you warranty coverage if your Moomba or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your Moomba to a Skier's Choice, Inc. distribution center or service center as soon as the problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 calendar days. If you have a question regarding your warranty coverage, you should contact Skier's Choice, Inc. Customer Service Department at 1-800-320-2779

NOTE: Authority cited: Sections 39600, 39601, 43212 and 43013 Health and Safety Code. Reference: Section 43013 Health and Safety Code.
Skier's Choice may be contacted at:

Skier's Choice, Inc.

1717 Henry G. Lane Street Maryville, TN 37801

Toll Free: (800) 320-2779

Tel: (865) 983-9924

Fax: (865) 983-9950

Email: moombainfo@skierschoice.com

Your evaporative emissions control system includes: fuel cap, fuel lid, fuel vent, carbon canister, inlet control valve, fuel vent hose, fuel fill hose, high pressure fuel line, fuel tank, fuel tank bracket, fuel hose lock clip, fuel fill "T" fitting, inlet control valve shield, fuel hose clamps, and other associated evaporative emissions control system components.