



## BERTRAM YACHT, INC.

### LIMITED WARRANTY (U.S.A.)

**The limited warranty:** Bertram Yacht, Inc. ("Bertram") warrants, subject to the limitations herein, to the first retail purchaser of this yacht ("first owner") **provided** the First Owner completes, signs and returns the Bertram Warranty Registration Card to Bertram at the address below by certified mail, return receipt requested, within (10) day of the First Owner's purchase of the yacht, and any properly registered subsequent owners, that it will repair or replace defects in (a) items manufactured by Bertram for one (1) year and (b) the yacht's hull and its fiberglass structural components for five (5) years. These warranties run from the date of Delivery. "Delivery" means the date of the actual delivery of the yacht to the First Owner. Unless prohibited by applicable state law, an action hereunder shall be barred unless it is commenced within (1) year from the date the cause of action accrues, regardless of the time remaining in the applicable period above.

**Bertram's Obligation.** Bertram's obligation is limited to repairing or replacing, at its option, any covered items found to be defective at a facility designated by Bertram. Repaired or replaced items shall be warranted as provided herein for the remainder of the applicable warranty period. Defective parts or components that are replaced shall thereupon become the property of Bertram.

**Procedures.** Notice of defects occurring under this Limited Warranty **must** be given to Bertram within a reasonable time, not to exceed thirty (30) days after discovery, or the time such defect should reasonably have been discovered, in writing, at the address below, by certified mail, return receipt requested. All notices must include the owner's name, address, phone number, the hull number, the nature of the defect, the date it was discovered, the date of purchase, and the name and address of the party from whom the yacht was purchased. A copy must also be sent to the dealer from whom the yacht was purchased. The owner must thereafter provide all information necessary to allow Bertram to verify compliance with these requirements. The dealer must obtain Bertram's written approval before repairing the yacht and must follow all applicable Bertram procedures. As to items not covered by this Limited Warranty, the owner may contact the appropriated manufacturer representative, to which the dealer will direct the owner on request.

**Future Improvements.** Bertram reserves the right to improve its design or materials without any obligation to incorporate any changes into any previously manufactured yachts.

**Exclusions:** This Limited Warranty is **NOT** applicable to:

- a. Damage to a yacht part or component, caused by any alteration, modification, or repair, or which has been removed from the yacht, unless specifically authorized in writing by Bertram.
- b. Paints; varnishes; gelcoats; anti-fouling products; chrome plated, anodized, aluminum, or other plated finishes; the color fastness of materials or finishes; external wood paneling, siding, and trimming; stainless steel, fabrics and canvas – all of which are subject to the effects of different climates and use (including cracking and crazing); osmosis blistering if the original gelcoat surface has been altered in any way – including repair, application of any coating other than marine antifouling bottom paint, improper surface preparation for paint, or excessive sanding of sandblasting.
- c. Engines, engine parts, controls, accessories, air conditioning systems, transmissions, electronics (including the installation thereof unless installed by Bertram), batteries, appliances, propellers, generators, and any equipment not manufactured by Bertram. Some of these items are warranted by their manufacturers as stated in the applicable warranties as supplied by their manufacturers. The owner shall look exclusively to these manufacturers for any and all such warranty claims.



- d. Yachts which have been used for or subjected to: commercial or charter service; careless operation, grounding, collision, hurricane conditions or other extreme forces of nature; military or paramilitary operations; racing, towing, improper storage, service or maintenance; negligent operation; lack of maintenance; improper use; use in violation of instructions provided by Bertram; or use in violation of Federal, State, or other governmental laws, regulations, or rules.
- e. Any published or announced catalog speeds; fuel consumption; weight; draft and performance characteristics; since these are estimated or obtained from test runs.
- f. Electrolysis, galvanic or crevice corrosion, or any deterioration of underwater items or items requiring repairs or replacement as a result of lack of maintenance or improper use.
- g. Any damage or failure that occurs from either increasing the horsepower of the original engines installed by Bertram.
- h. Compliance with the laws, regulations, or rules of any governmental or regulatory body or agency other than the U.S.A.
- i. Direct, incidental, or consequential damages, costs or expenses, including but not limited to, loss of time, inconvenience, rental charges, travel expenses, loss of use, dockage fees, towing and storage charges, and the costs of transportation to the repair facility designated by Bertram, incurred as a result of any defects, or as a result of any steps the owner must take to become entitled to repair or replacement, and injury or damage to persons or property resulting from information provided by the dealer if erroneous or not approved in advance and in writing by Bertram. SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SUCH LIMITATION MAY NOT APPLY TO YOU.

**DISCLAIMER; LIMITATION OF DURATION OF IMPLIED WARRANTIES.** EXCEPT FOR THE REPAIR OR REPLACEMENT BY BERTRAM OF ITEMS COVERED BY THE LIMITED WARRANTY, BERTRAM MAKES NO OTHER WARRANTIES EXCEPT FOR THE IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED, ALL OF WHICH ARE LIMITED IN DURATION TO THE APPLICABLE PERIOD PROVIDED IN THE LIMITED WARRANTY. SOME STATES DO NOT ALLOW TIME LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

**Modifications; Subsequent Owners.** This limited warranty may only be modified in writing by an authorized Bertram officer. No dealer or other party may modify the Limited Warranty. Subsequent owners to the First Owner may register to qualify for the benefits of this Limited Warranty by following the procedures specified after contacting Bertram at the address and phone set forth below.

**Venue.** To the extent permitted by law, venue for any dispute shall lie in Miami-Dade County, Florida, unless an alternative venue is elected by Bertram.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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