

2008 MODELS S2 YACHTS LIMITED WARRANTY COVERAGE

S2 Yachts, Inc. (S2) provides limited warranty coverage on S2 products sold for use by customers in the United States, Puerto Rico and Canada, as described in this Limited Warranty. This warranty gives you specific legal rights; you also may have other rights, which vary from state to state.

This warranty is provided only to the original purchaser of the boat from an authorized S2 Yachts dealer, but can be transferred to subsequent owners. Contact S2's Customer Relations Department if you need information about transferring this warranty. No warranty coverage is provided to subsequent owners unless they follow S2's transfer procedures. This warranty does not extend or apply to anyone else. The terms of this written warranty cannot be changed or modified, except by a written agreement signed by an officer of S2 Yachts, Inc.

COVERED PRODUCTS AND LIMITATIONS:

S2's limited warranty coverage applies only to:

1. Defects in materials and workmanship in the boat and all components and accessories (except for the excluded items described below) for a period of two (2) years;
2. Structural defects in materials and workmanship in the hull, deck and fiberglass fuel tanks for a period of five (5) years;
3. Blistering due to defects in material and workmanship in the gelcoat surface of the hull bottom for a period of five (5) years, provided that the gelcoat surface has not been altered in any way such as sanding, sandblasting or application of a coating other than standard antifouling paint, any of which will void this warranty.

Each of the warranty coverage periods runs from the date of purchase of the boat from an authorized S2 Yachts dealer and applies only to warranted defects that first manifest themselves within the applicable warranty period. S2 retains the right to determine to its reasonable satisfaction whether any claimed defect is covered by this warranty.

Certain items are excluded from warranty coverage by S2, and this **limited warranty coverage does not apply to:**

1. Engines, transmissions, generators, air conditioning systems and batteries. These products come with separate warranties from their manufacturers; see the Owner Packet for warranty details on these products.
2. Dealer final assembly and pre-delivery commissioning, and dealer installed components.
3. Gelcoat cracking, chalking or discoloration.
4. Damage caused by wear, storm damage, grounding, commercial use of the boat, or misuse or abuse, or deterioration resulting from normal use.
5. Adjustments or realignments to any components including but not limited to the drive train.
6. Upholstery damage or deterioration.
7. Damage or deterioration resulting from environmental conditions, including electrolysis, crevice or galvanic corrosion, any deterioration of underwater equipment, or any damage or deterioration resulting from any failure to undertake reasonable, routine maintenance.

8. Any repairs, adjustments, alterations or modifications made by anyone other than an employee of S2 Yachts, or an authorized S2 Yachts dealer with S2's prior, written authorization.
9. Damage which has occurred as a result of the boat being operated as a demonstrator and/or displayed for sale.
10. Damage or deterioration of the hull or deck structure due to the attachment of hardware or other components.
11. Any boat sold for use outside of the United States, Puerto Rico or Canada.
12. Weight, speed, fuel consumption or other performance characteristics.
13. Damage or deterioration resulting from improper trailering, hauling, launching or storage.

REMEDIES UNDER THIS LIMITED WARRANTY

If a defect covered by this warranty occurs, S2 (or one of its authorized dealers, as determined by S2) will repair or replace the defective component, in its sole discretion. This "repair or replacement" remedy is the **exclusive remedy** under this warranty. S2 has **no responsibility or liability for any consequential or incidental damages**, such as loss of use, storage charges, interest or finance charges, insurance or depreciation, transportation or lodging charges, or charges for towing or hauling out, etc. which are specifically **excluded and disclaimed** from this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Under the laws of certain states, there may be no implied warranties from S2 Yachts, Inc. applicable to your boat, and all implied warranties (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) are disclaimed where allowed by law. TO THE EXTENT ALLOWED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

RESPONSIBILITY OF PURCHASER

1. No warranty coverage is provided by S2 unless the dealer completes and mails the Customer Acceptance Form to S2 Yachts, Inc. within seven (7) days after delivery of the boat to the original purchaser.
2. The original purchaser or approved transferee must notify the S2 Yachts dealer from which the boat was purchased of any claimed defect within fifteen (15) days after first detecting the claimed defect. Warranty work in excess of \$500 requires S2's prior written approval.
3. If the dealer fails to satisfactorily repair the claimed defect within fifteen (15) days, written notice must then be promptly given directly to S2. S2 is not responsible for unreported warranted defects.
4. The boat, including any claimed defective part, must be returned to the S2 Yachts dealer from which the boat was purchased (or to another dealer as directed by S2 Yachts) within the warranty period for inspection and warranty service. The expense of returning and transporting the boat or any part for warranty service, and the expense of returning and transporting it back to the owner after repair or replacement, is the responsibility of the owner, and will not be reimbursed by S2.
5. If the dealer from whom the boat was purchased is no longer an authorized S2 Yachts dealer, contact S2 for instructions on how to obtain warranty service.

S2 reserves the right to improve its products through changes in design or materials without being obligated to the owners of the boats of similar or the same model of prior manufacture. We may be contacted as follows: S2 Yachts, Inc. Tiara Customer Relations Department, 725 East 40th Street, Holland, Michigan 49423 (616/394-7460).