

Limited Warranty

MacGregor Yacht Corp. makes the following warranty to purchasers:

SAILBOATS AND SAILBOAT PARTS AND EQUIPMENT:

For a period of two years from the date of sale to the first use purchaser, MacGregor Yacht Corp, will, through its selling dealers, repair or replace any sailboat part or sailboat equipment manufactured by MacGregor which is proven to MacGregor's satisfaction to be defective by reason of faulty workmanship or material.

TRAILERS AND TRAILER PARTS AND EQUIPMENT:

For six months from the date of sale to the first use purchaser, MacGregor Yacht Corp. will, through its dealers, repair or replace any trailer part or trailer equipment manufactured by MacGregor which is proven to MacGregor's satisfaction to be defective by reason of faulty workmanship or material.

The above warranties will be in effect only if such part is promptly returned to the dealer with a sum sufficient to pay transportation charges to the MacGregor Plant.

THIS WARRANTY SHALL NOT APPLY TO THE FOLLOWING:

1. All items determined by MacGregor to be the responsibility of the dealer in launching or otherwise handling or preparing a new boat or vessel.
2. All items installed by the dealer or anyone else other than MacGregor.
3. Any failure resulting from lack of maintenance, normal wear and tear, negligent operation or maintenance. Negligent operation includes, but is not limited to, failure to properly and completely fill the water ballast tank before trailering, failure to heed adverse weather warnings, and failure to use care when operating the boat near sources of electrical power.
4. All accessories or equipment not manufactured by MacGregor. Any warranty furnished by the manufacturer, if possible, will be passed on to the boat owner.
5. Trailer brake systems and trailer lighting systems.
6. Exterior paint and gel coat finishes. Although we use the finest finishes available in the industry, they cannot be warranted because they are affected by climate and use conditions beyond the control of MacGregor Yacht Corp.
7. Any other person than the first use purchaser of the boat.
8. Any boat or part manufactured by MacGregor which shall have been altered in any way so as to impair its original characteristics.

The foregoing warranties are made in lieu of all other warranties, obligations, liabilities, or representation on the part of MacGregor, and the purchaser waives all other warranties, guaranties, or liabilities, expressed or implied, arising by law or otherwise, including without limitations any liability of MacGregor for consequential damages.

The purchaser should understand that the dealer is not an agent of MacGregor Yacht Corp. and MacGregor does not authorize the dealer or any other person to assume for MacGregor Yacht Corp. any liability or expense incurred in the replacement or repair of its products other than those expressly authorized herein.

MacGregor 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.

FOREIGN CUSTOMERS:

The foregoing limited warranty shall be null and void (and MacGregor Yacht Corporation expressly disclaims all warranties of any kind, express or implied, including the implied warranty of merchantability and fitness for a particular purpose), if a foreign customer (in other words, a retail customer not located in the United States or Canada) purchases a MacGregor boat and/or trailer directly from a United States dealer of MacGregor Yacht Corporation rather than from an authorized foreign dealer of MacGregor Yacht Corporation.

The terms of the above paragraph are necessary because of the extremely complex legal and certification requirements of most foreign countries. It is essential for our protection and for the protection of the customer that foreign sales and service are handled by authorized foreign dealers who thoroughly understand the complex rules of the countries in which they sell, and who can modify the boats to meet these requirements.

DEALERS RESPONSIBILITY:

The processing of claims against the transportation company for any damage occurring during shipment, or by deliberate act of vandalism or by normal in transit hazards shall be the dealer's responsibility. MacGregor Yacht Corporation's responsibility for safety against damage to the boat ceases at the time the boat leaves the MacGregor Yacht Corp. facility; thereafter responsibility is either that of the common carrier or the dealer.

The dealer must fill out and return to MacGregor, within ten days after the boat is sold to a retail customer, the attached Warranty Registration Card.

It is further the responsibility of the dealer to furnish guidance and information to the purchaser of matters pertaining to service and maintenance during the warranty period, and in addition to process any claims under the warranty to MacGregor Yacht Corp. The dealer is responsible for making sure that the owner receives the Owner's Instructions and understands all information contained therein.

OWNER'S RESPONSIBILITY:

The Owner's Instructions, as well as any instructions furnished with any accessories installed on the boat, shall be placed in a large envelope and remain aboard the boat. Purchasers should make special effort to make sure that this literature is delivered to them by the dealer or MacGregor Yacht Corporation. Careful attention to these instructions will add many years to the life of the boat and equipment. It is understood that all matters of service are handled with the selling dealer. Purchaser should notify his selling dealer regarding any problems under the warranty. The above warranties will be problems under the warranty. The above warranties will be in effect only if such part is promptly returned to the dealer with a sum sufficient to pay transportation charges to the MacGregor plant. The dealer shall be given an opportunity to supply parts needed for repairs for which a claim is to be made.

The purchaser agrees to use the boat in a reasonable and safe manner. It is necessary for the owner or operator to use extreme caution when operating the boat in severe weather, or when trailering and raising and lowering the mast near power lines or sources of electrical power (contact between a power line and the mast or rigging could cause injury or death), and when preparing the boat for trailering. The purchaser must use care to assure that the boat is not sailed unless the ballast tank is completely full and the valve is closed and sealed. The purchaser must familiarize himself with all information contained in the Owner's Instructions, particularly warnings contained in pages 4,5 and 6.