



## Warranty Information

### **Buccaneer Pleasure Craft Ltd**

Phone 07 849 7129

Address 21 Foreman Road, Hamilton, NZ

PO BOX 10433, Te Rapa, Hamilton

### **Warranty and Service**

Buccaneer builds quality from inside out. Buccaneer quality is built in, not added on. Our craftsmen take pride in the craft of boat building. Buccaneer boats are backed by a five year hull structural warranty **to the original purchaser** as well as a one year full warranty on all other items.

#### ***Owner's Responsibility***

Under the terms of the Buccaneer warranty you are responsible for the proper registration of your new boat by signing the warranty registration card and returning it to Buccaneer Pleasure Craft Limited at the time of purchase. Other obligations include the proper operation, care and maintenance as set forth in this owner's/operator's manual.

#### ***Dealer's Responsibilities***

Your Buccaneer Servicing Dealer has been carefully chosen to help you with service when needed. He is knowledgeable of Buccaneer construction methods and has the tools and abilities for competent and courteous routine maintenance and service. He will be glad to assist you in any way possible.

#### ***Remedies***

You must claim a remedy directly from the Dealer that sold you the boat. You should not contact Buccaneer or any third party to claim a remedy instead of claiming from the dealer. If the dealer tells you to do that they are likely in breach of the Fair Trading Act by misleading you about your rights.

You will lose the right to a refund for serious failure if you do not contact the dealer and ask for a refund soon after you discover the fault.

You must return the boat to the dealer that sold it to you for repair, replacement or refund.

If the remedy is for the boat to be repaired you must give the dealer that sold you the boat the change to repair it before you take the boat to someone else to repair. Neither the dealer nor Buccaneer has to cover the cost of a repair if you do not contact the dealer first.

If the dealer that sold you the boat disagrees about the fault, what caused the fault or what remedy you are entitled to you can then, and only then, contact Buccaneer direct.



For quick assistance please have the following information available:

- HIN (Hull Identification Number)
- Selling Dealer name and location
- Date of purchase
- Date of delivery
- Servicing dealer name and location (if different from above)
- Nature of the problem including any specific conditions
- Names of the dealership personnel involved with the problem
- A record of all services performed to the boat and approximate dates

**When contacting Buccaneer please remember that your problem will most likely be resolved at the dealership using the dealership's facilities, equipment and personnel.**

### ***Buccaneer Manufacturer's Warranty***

In addition to your rights under the Consumer Guarantee Act ("CGA") Buccaneer Pleasure Craft Limited ("Buccaneer") further **warrants to the original purchaser** that each new boat **is free from defect in workmanship or materials** for the following warranty periods.

**Hull Structural Warranty** (meaning the body or frame of the boat but excluding the deck) for **five (5) year; and**

**All other parts and fittings for one (1) year**

from the date of delivery.

This warranty is given to the **initial retail purchaser** of the boat **and is not transferable.**

All claims under this warranty should be referred, in the first instance, to the dealer from whom the boat was acquired.

### **Conditions**

1. For the warranty to be valid the boat's warranty registration card must be completed and returned to Buccaneer within 7 days of the date of delivery of the boat.
2. All claims under this warranty shall be made to the dealer that sold you the boat in the first instance.
3. Buccaneer will not meet the costs of any remedial work not expressly authorised or carried out at the direction of Buccaneer.
4. Transport costs to and from Buccaneer's factory or other authorised repairer is the responsibility of the purchaser.
5. Buccaneer will not be liable for any loss or damage to the boat while in the care of Buccaneer caused by factors outside the reasonable control of Buccaneer. The purchaser is responsible to ensure the continuity of insurance cover over the boat while in the care of custody of Buccaneer.
6. The obligation of Buccaneer under this warranty shall be limited at Buccaneer's option to either:
  - a. The replacement or repair of any defective part or parts; or
  - b. A refund of the purchase price for the boat.



### **Exclusions**

This warranty will not apply where:

1. Registration has not been completed in accordance with this warranty.
2. The boat has been used for racing or any purpose other than as a private pleasure craft.
3. The boat has been loaded or powered beyond Buccaneer's recommendations.
4. The boat has had motors or other accessories incorrectly fitted or installed.
5. The boat has undergone any structural alteration or modification not first approved by Buccaneer.
6. The defect complained of has been caused by any or:
  - a. Fair wear and tear;
  - b. Lack of proper maintenance by the purchaser;
  - c. Misuse or negligent use by the purchaser;
  - d. Damage of any kind while being transported by whatever method;
  - e. Corrosion;
7. The claim relates to Gelcoat defects.
8. The windscreen or other glass surface has been damaged.
9. Damage is caused by the elements or environment.