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## NAUTIC STAR, LLC

### **LIMITED WARRANTY STATEMENT**

*For All New Boats*

*Beginning on October 1, 2017*

*PLEASE READ THIS LIMITED WARRANTY STATEMENT CAREFULLY. IF YOU HAVE ANY QUESTIONS REGARDING YOUR RIGHTS AND OBLIGATIONS UNDER THIS LIMITED WARRANTY, PLEASE CONTACT YOUR NAUTICSTAR DEALER.*

**1. Disclaimer and Limitation of Implied Warranties.** The express limited warranty set forth herein (this “*Warranty*”, “*Limited Warranty*” or the “*Limited Warranty Statement*”) is in lieu of all other warranties and representations, express or implied, and to the maximum extent permitted by applicable law, Nautic Star, LLC (“*NauticStar*”) disclaims, and the Purchaser (as defined in Section 2) hereby expressly waives, any and all other warranties or representations of any kind or nature, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, other than those warranties which are implied by, and are incapable of exclusion, restriction or modification 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 applicable to the respective components. 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. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state to state.

**2. Limited Warranty and Term.** Subject to the terms and conditions of this Warranty, NauticStar warrants to the *original* retail purchaser (the “*Purchaser*”, “*you*” or “*your*”) that the following components of each new and unused boat manufactured by NauticStar shall be free from material defects in materials and workmanship to the extent set forth in this warranty, under normal use and when operated and maintained in accordance with NauticStar’s instructions, beginning on the In-Service Date defined in Section 2.8 of this Limited Warranty Statement, for the period(s) indicated in this Section 2:

**2.1 Structural Components Warranty.** The hull and stringer system (collectively, the “*Structural Components*”) are warranted for as long as the *original* purchaser owns the boat. For purposes of this Warranty, the “hull and stringer system” means the single fiberglass molded shell and its internal fiberglass structural components below the hull flange.

**2.2 Gel Coat.** Provided that you have provided proper maintenance and care, the gel coat of your boat, which is applied to all NauticStar boats at the factory, will be warranted for a period of one (1) year from the In-Service Date. However, no warranty is provided, and NauticStar expressly disclaims, any warranty for crazing, cracking, scratching, chalking, blistering, discoloration or fading in color of the gel coat. The reason for this limitation and exclusion is because environmental operating conditions and customer maintenance/care are factors that have a significant effect on the condition and durability of the gel coat and are factors that are outside of NauticStar’s reasonable control.

**2.3 Other Component Parts.** All other components of the boat not specifically referenced in Sections 2.1 and 2.2 hereof are warranted for a period of one (1) year from the In-Service Date.

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**2.4 Warranty Period.** All express warranties are for the applicable time periods set forth in this



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Section 2, unless a longer warranty period is required by applicable law, in which case such longer warranty period will apply. NauticStar's boats are manufactured by NauticStar in model years which run from July 1 of a given year through June 30 of the immediately following year (a "**Model Year**"). The start date for the warranty periods shall be deemed to be the earlier of the date of the original retail purchase of the new and unused boat from an authorized NauticStar dealer, as applicable, or the date that the boat was first used by Purchaser, whichever first occurs (the "**In-Service Date**"). The manufacturers of certain components of your NauticStar boat warrant their product for periods exceeding the time limits stated in this Limited Warranty Statement. NauticStar administers this Warranty within the limits specified in this Limited Warranty Statement only but will provide contact information to you from component manufacturers in applicable circumstances upon your request.

**2.5 Separate Warranties by Certain Component Manufacturers.** As described in Section 3(a) hereof, NauticStar does not provide a separate express warranty for any equipment, components or accessories manufactured by other companies which provide their own individual manufacturer's warranties, and NauticStar does not supplement the warranties provided by those other manufacturers. In the event you have any questions regarding the warranties provided by any component manufacturers, NauticStar will provide you with applicable warranty information regarding those components from the manufacturer of that component, upon request.

**3. Warranty Conditions, Limitations and Exclusions.** NauticStar boats are manufactured by trained crafts-persons from high-quality materials and components. However, conditions outside of NauticStar's control require specific limitations on, and exclusions from, coverage under this Warranty. The Warranty on the Structural Components set forth in Section 2 of this Warranty does not cover or include any other components fastened or applied to the hull or deck. This Limited Warranty constitutes the final, complete and exclusive statement of warranty terms, and no other person or entity is authorized to make any other warranties or representations on behalf of NauticStar. Furthermore, the warranty set forth in Section 2 (including all subsections) of this Limited Warranty Statement does **NOT** cover any of the following, each of which are expressly excluded from warranty coverage:

- (a) Engines, outdrives, controls, propellers, trolling motors, display screens and other instrumentation, windlass, batteries, trailers and trailer accessories, electronics/depth finders, radios/stereos, or any other equipment or accessories manufactured by other companies which provide their own individual manufacturer's warranties as well as any items not factory-installed by NauticStar.
- (b) Damage caused by misuse, negligence, accident, collision or impact with any object. Use of a NauticStar boat powered or loaded in excess of maximum limits as stated on the U.S. Coast Guard Capacity Plate in each boat, is a misuse of the boat.
- (c) Damage caused by any improper alteration or modification to the boat or trailer or any of its component parts or accessories, including damage resulting from alteration, modification, repair or replacement in such a way as to increase the cubic-inch capacity or horsepower output of the engine and boat as originally manufactured.
- (d) Damage caused by the use of improper or contaminated fuel or fluids.
- (e) Damage caused by the use of customer-applied chemicals or accidental spills.
- (f) Damage caused by the failure to maintain the boat in accordance with the maintenance procedures provided by NauticStar and/or on NauticStar's website, or the improper maintenance of, or repairs to the boat, by a service facility, by Purchaser or by any other person or entity.
- (g) Damage caused by the failure to comply with any recall or request for repair as directed by NauticStar.

(h) Damage resulting from the use of the boat for any racing, speed, commercial competition, performance or endurance contest or demonstration. Any such use is a misuse of the boat.

(i) Damage resulting from use of the boat for rental, commercial or industrial purposes. (k)

Damage to hardware and other components fastened or adhered to the hull, deck or liner.

(l) Damage caused by fire, theft, freezing, vandalism, explosion, lightning, wind, hail storms, flooding, or any other type of natural disaster or weather.

(m) Damage to, or failure of, upholstery, canvas, carpet and any other soft goods, including, without limitation, tears, fading, discoloration and/or staining of fabrics.

(n) Damage to, failure or other problems with, paints, varnishes, gel coat surfaces and colors or otherwise relating to the boat's finish including cracks, crazing, chalking, blistering or fading in color of gel coat, chrome-plated or anodized finishes, floor and floor covers and any other surface coatings, as well as damage due to in-water storage without proper barrier coat and bottom paints. Note: although NauticStar uses the highest grade gel coat materials, a condition may develop where the bottom of the boat may show signs of discoloration and/or blisters if the boat is left in the water for long periods of time, i.e., in excess of thirty (30) days. Therefore, a proper barrier coat and bottom paint should be used whenever it is anticipated that the boat will be left in the water for an extended period of time, i.e., in excess of thirty (30) days.

(o) Damage due to installation of, or the removal and/or de-rigging of, engines or other accessories not performed by NauticStar.

(p) Damage caused by improper support of the boat on davits, a hoist system or boat lift of any kind, improper trailer or mismatching of the boat to a trailer, failure to properly secure the boat to a trailer, or failure to properly use a support device when trailering the boat.

(q) Damage caused by dealer-installed options or accessories.

(r) Standard maintenance items that wear with use and must be periodically replaced or replenished, including but not limited to:

1. Battery(ies);
2. Light bulbs;
3. Fuses;
4. Spark plugs;
5. Spark plug wires;
6. Fuel filter;
7. Air filter;
8. Oil filter;
9. Engine oil;
10. Transmission fluid;
11. Engine belts;
12. Antifreeze;

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13. Raw water impeller;

14. Anodes (on transom, shaft, attitude adjustment plate and WSD's); and

15. Gaskets, foam and padding.

#### **4. Commercial Boats, Special Use and Demo Boat Warranty Conditions, Limitations and Exclusions.**

#### **4.1 Commercial Boats.**

**4.1.1 Definition.** For purposes of this warranty, a Commercial Boat is defined as “a boat that is used to generate income of any kind, whether direct or indirect”, including boats used as rental boats, in boat clubs, or for resort-use.

**4.1.2 Warranty Conditions, Limitations and Exclusions.** In addition to the warranty conditions, limitations and exclusions, set forth in Section 3 of this Limited Warranty, all of which apply to Commercial Boats, the following additional warranty limitations apply to Commercial Boats:

(a) For a period of ninety (90) days from the In-Service Date, NauticStar will provide full warranty coverage in accordance with the terms and conditions of this Limited Warranty Statement. This 90-day limited warranty period includes all items described in Sections 2.1 through 2.4 of this Limited Warranty.

(b) After ninety (90) days from the In-Service Date, any and all warranty coverage under this Limited Warranty Statement shall expire and be of no further force or effect.

(c) There is no warranty coverage for a second or subsequent owner regardless of the period of time that has elapsed since the In-Service Date.

#### **4.2 Special Use Boats & Demo Boats.**

**4.2.1 Definition.** For purposes of this Warranty, a “*Special Use Boat*” is defined as a boat that is used under consignment, as a photo and/or an engineering design validation boat, and a “*Demo Boat*” is defined as a boat that was utilized by an authorized NauticStar dealer to demonstrate the features and functionality of NauticStar’s boats to one or more prospective customers.

**4.2.2 Warranty Conditions, Limitations and Exclusions.** In addition to the warranty conditions, limitations and exclusions, set forth in Section 3 of this Warranty, all of which apply to Special Use Boats and Demo Boats, the following additional warranty limitations apply to Special Use Boats and Demo Boats:

(a) Beginning with the earlier of the date of the original invoice for the boat from NauticStar to the authorized NauticStar dealer or the date the boat was first used by the dealer for photo shoot, validation or demonstration purposes, whichever first occurs, the boat will have full warranty coverage under the terms and conditions of this Limited Warranty Statement for the periods specified in Section 2 of this Warranty, after which all warranty coverage under this Limited Warranty Statement shall expire and be of no further force or effect.

(b) Upon sale of the boat to a second owner, the warranty coverage may be transferred to the second owner in accordance with the provisions of Section 6 of this Limited Warranty Statement.

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#### **5. Limitation of Liability.**

**5.1 Liability Limitation -- Exclusion of Consequential Damages.** This Limited Warranty is for the benefit of the Purchaser and NauticStar and shall not create or evidence any right in any third party. The repair or replacement of any component parts as provided under this Warranty is the exclusive

remedy of the Purchaser. The decision regarding whether a part or component should be repaired or replaced will be made by the applicable NauticStar authorized servicing dealer and/or NauticStar. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NAUTICSTAR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE BOAT OR ANY COMPONENT PART THEREOF, OR FOR ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE, EVEN IF NAUTICSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD REASONABLY HAVE BEEN FORESEEN BY NAUTICSTAR. However, 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.

**5.2 Purchase Price Limitation.** In any event, NauticStar's entire liability under any provision of this Limited Warranty shall be limited to the repair or replacement of the boat, trailer or component part, or the refund of the purchase price paid by the consumer for the boat, trailer or component part found to be defective within the applicable warranty period. This shall constitute NauticStar's sole liability and obligation in the event of any claim arising out of its performance or nonperformance of any provision of this Limited Warranty. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitations may not apply to you.

**6. Transfer of Limited Warranty.** Subject to the provisions of Section 4 and this Section 6 of this Warranty, upon the first sale, conveyance or other transfer of the boat or trailer by the original retail Purchaser, any remaining unexpired Warranty coverage shall be transferred to the second owner and shall remain in effect for the remainder of the applicable warranty period(s) set forth in Sections 2.1 through 2.5 hereof (which warranty periods begin to run in accordance with Section 2.6 or Section 4 hereof, as applicable), upon delivery of the warranty transfer form and payment of a warranty transfer fee in the amount of Five Hundred Dollars (\$500) to NauticStar. With respect to the Limited Warranty (granted only to the original retail Purchaser) on the Structural Components set forth in Section 2.1 hereof, if: (a) the sale, conveyance or other transfer of the boat by the original retail purchaser to another person or entity occurs within five (5) years of the date of the original retail purchase of the boat by the original retail purchaser; AND (b) the original retail purchaser and the second owner comply with the provisions of this Section 6, then the limited warranty on the Structural Components shall be transferred to the second owner and shall continue in effect for a period of ten (10) years from the date of the original retail purchase of the boat by the original retail Purchaser. If the sale, transfer or conveyance of the boat by the original retail purchaser occurs more than five (5) years after the date of the original retail purchase of the boat, then the Limited Warranty on Structural Components (as well as all other warranties) shall be void as of the date of transfer and shall not be transferable to the second owner. Only one (1) transfer of the Limited Warranty under the provisions of this Section 6 (from the original retail Purchaser to the second owner), within the applicable time period, may be made.

In the event of a sale or transfer of the boat and/or trailer by a second owner to a subsequent purchaser, all coverage under this Limited Warranty shall immediately be terminated and the Limited Warranty shall immediately become null and void. No transfer of this Warranty will operate to extend any of the warranty periods set forth in Sections 2 or 4 hereof.

In order to effectuate the transfer of the Limited Warranty, the original retail purchaser and the new owner must properly fill out the warranty transfer form and deliver the completed form, together with a check  
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made payable to "Nautic Star, LLC," in the amount of the warranty transfer fee, via U.S. Mail, postage prepaid, to NauticStar at the address shown on the warranty transfer form. The form and check for the warranty transfer must be post-marked within the time period specified above in this Section 6 in order for the warranty transfer from the original retail purchaser to the second owner to be effective. **Additionally, the original retail purchaser and the new owner must transport the boat and trailer (if equipped) to an authorized NauticStar Dealer for the completion of an inspection to be documented on a Condition Report and submitted to NauticStar by the authorized dealer.** The inspection is to be completed for the fee required by the NauticStar Dealer. This cost is the sole responsibility of the new owner.

**7. Warranty Claims.** In order to maintain warranty service under this Warranty, the Purchaser must return the defective boat or component part to an authorized NauticStar dealer's service department, unless NauticStar desires to service the boat in the factory, under NauticStar's sole discretion, within the applicable warranty period. For questions regarding warranty service or to obtain information regarding warranty service or to obtain information regarding the nearest authorized NauticStar Dealer, please contact NauticStar at the following address or telephone number:

Nautic Star, LLC  
Attention: Warranty/Customer Service  
500 Waterway Drive  
Amory, Mississippi 38821  
1-662-256-5636

Subject to the terms of this Limited Warranty, any covered boat or component part with a material defect in materials or workmanship that is returned to an authorized NauticStar Dealer's service department or NauticStar's factory during the appropriate warranty period will be repaired or replaced, in NauticStar's sole discretion, without charge to the owner for parts and labor.

This provision is subject to the following terms and conditions:

1. NauticStar shall be obligated only to repair or replace those items that prove defective and which are subject to the terms of this Limited Warranty, in NauticStar's sole discretion, upon examination by authorized personnel of a NauticStar authorized Dealer's service department or NauticStar's own personnel, as applicable. If it appears that the problem is within the terms of this Limited Warranty, the NauticStar Dealer will repair, or have repaired, all defective parts found to be under Warranty. Any repairs performed by Dealer must receive prior written authorization from the NauticStar unless otherwise stated.
2. NauticStar warrants its repairs or replacements only for the remainder of the applicable warranty period under the terms of this Warranty.
3. NauticStar shall, in its sole discretion, fulfill its obligation to repair or replace any defective item at its factory or its authorized Dealer's service department.
4. In the event NauticStar elects to replace a hull of a boat model for which the hull mold is no longer in use, NauticStar's obligation is limited to provide only the nearest equivalent type of NauticStar hull available at that time.
5. The Purchaser shall be responsible for all costs associated with the transportation of the boat, towing bills, trailer or component part(s) to the authorized NauticStar Dealer's service department or NauticStar's facility, as applicable, and for any return transportation.

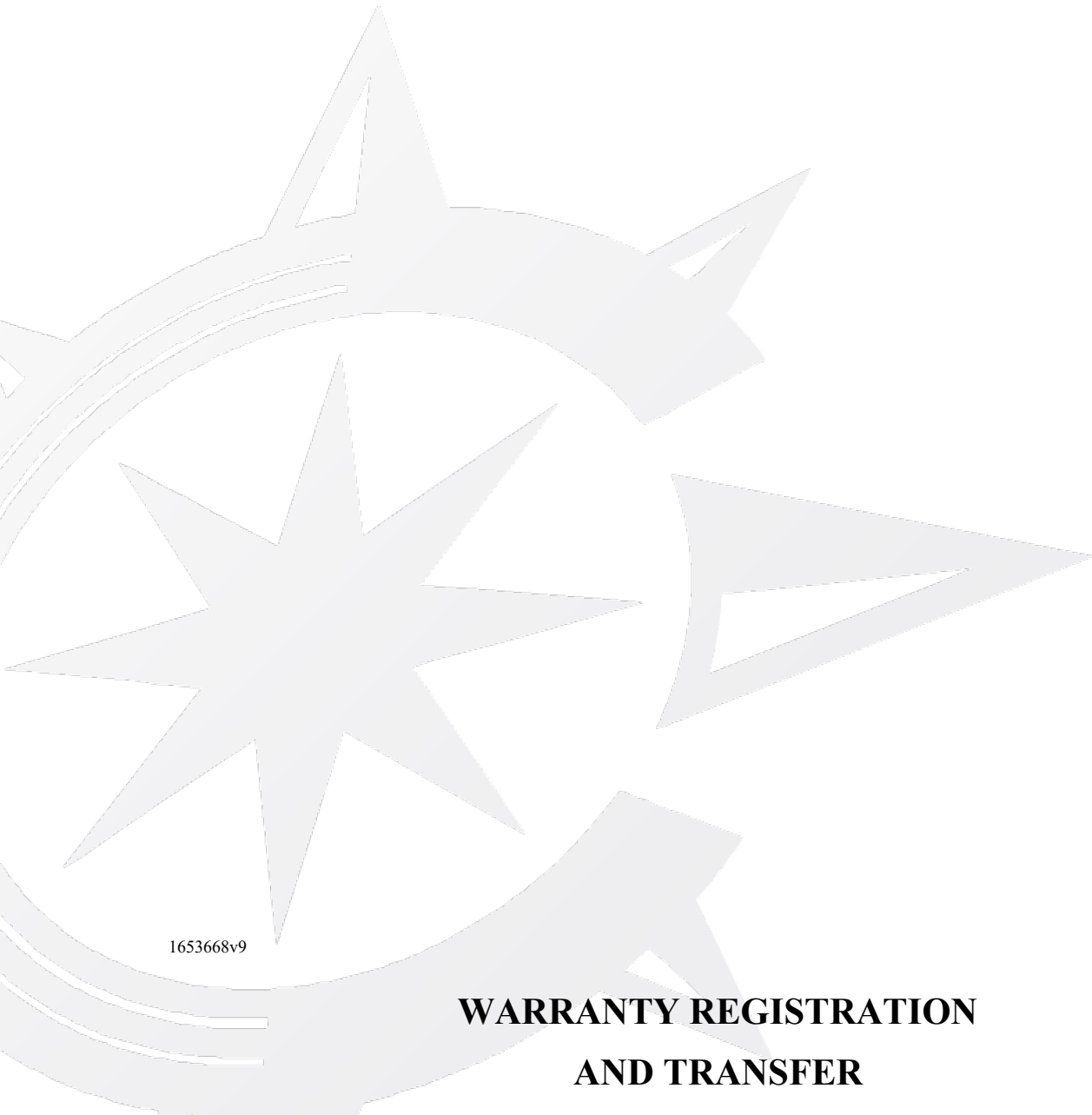
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**8. No Modification of Warranty.** No oral or written information, advice or communication of any nature to or from NauticStar or its representatives, employees, authorized dealers, agents, distributors or suppliers shall create a warranty or in any manner increase or modify the scope of this Limited Warranty in any manner whatsoever.

**9. Modification of Products.** NauticStar seeks to continuously improve its products. Therefore, NauticStar has, and reserves, the unlimited right to modify, improve, alter or discontinue the design, specifications, features and/or models of its boats and any other products at any time and from time to time, in its sole and absolute discretion, and NauticStar will not be obligated to make any such changes in any boats previously manufactured by NauticStar.

**10. Severability.** All terms of this Limited Warranty are severable, and the invalidity or unenforceability of any portion hereof shall not affect the validity or enforceability of the remaining provision of this Warranty.

Effective: October 1, 2017



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## WARRANTY REGISTRATION AND TRANSFER

### Warranty Registration

At the time of delivery to the first retail Purchaser of a NauticStar boat, the boat must be registered for product warranty purposes under applicable federal and state law, and the following steps must be performed in order to complete the warranty registration process for all NauticStar boats:

- At the time, and on the date, of delivery to the retail Purchaser, the authorized NauticStar dealer (the “*Dealer*”) must complete the warranty registration for the boat Purchaser using NauticStar’s approved warranty registration system.
- Dealer must notify NauticStar of the sale of a NauticStar boat and shall submit for the Purchaser all

required information in connection with the warranty registration for the boat.

- Warranty registration is essential because it provides a method for distributing information to NauticStar boat owners and allows NauticStar to notify the Purchaser of any mandatory recalls or other issues requiring attention.

### Warranty Transfer

In accordance with the provisions of Section 6 of the NauticStar Limited Warranty Statement (the “*Warranty*”), if the NauticStar boat is subsequently sold by the original retail Purchaser, NauticStar offers a transferable warranty to the second owner of any remaining unexpired warranty coverage under the Warranty (see also the provisions regarding certain boats described in Section 4 of the Warranty). In accordance with the Warranty, with respect to the Limited Warranty (which is granted only to the original retail purchaser) on the Structural Components (the hull and stringer system) set forth in Section 2.1 of the Warranty, if:

- (a) the sale of the boat by the original retail Purchaser occurs within five (5) years of the date of the original retail purchase of the boat by Purchaser; AND
- (b) the original retail Purchaser and the second owner comply with the provisions of Section 6 of the Warranty; then the warranty on the Structural Components of the boat shall be transferred to the second owner and shall continue in effect for a period of ten (10) years from the date of the original retail purchase of the boat by the original retail purchaser. In order to effectuate the transfer of any remaining warranty coverage under the Warranty by the original retail Purchaser to the second owner, the original retail Purchaser and/or the second owner must deliver each of the following to NauticStar within fourteen (14) days of the date of the sale by the original retail Purchaser to the second owner (and within five (5) years of the date of the original retail purchase of the boat with respect to the transfer of the warranty on the Structural Components):

- Completed Original Retail Purchaser Warranty Transfer Form (see following pages).<sup>8</sup>

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- Copy of Sales Agreement/Invoice from purchase by original retail purchaser and Bill of Sale or other proof of sale regarding the sale of the boat to the second owner.
- Payment of \$500 warranty transfer fee to NauticStar.

Upon verification of the submitted documentation and payment of the warranty transfer fee to NauticStar, any remaining warranty coverage under the Warranty will be transferred to the second owner, with all warranty coverage periods running from the applicable date for the beginning of the warranty period as described in Section 2.8 or Section 4 (as applicable) of the Warranty.

Send the required items by postage prepaid mail (U.S. Postal Service) to:

Nautic Star, LLC  
Attention: Customer Service/Warranty  
500 Waterway Drive  
Amory, Mississippi 38821

NOTE: Be sure to enclose payment of the warranty transfer fee and a copy of the purchase receipt within fourteen (14) days of the sale date to the second owner of the boat.



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## NAUTICSTAR LIMITED WARRANTY TRANSFER FORM

**Boat Information:**

*(Please Print)*

NauticStar Model No.: \_\_\_\_\_

Model Year: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Engine Make: \_\_\_\_\_ Engine Make: \_\_\_\_\_

Engine Serial No.: \_\_\_\_\_ Engine Serial No.: \_\_\_\_\_

**Owner Information:**

*(Please Print)*

Original Owner Name: \_\_\_\_\_

New (Second) Owner's Name: \_\_\_\_\_

Date of Purchase by Second Owner: \_\_\_\_\_

**Second Owner Contact Information:**

Street Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Second Owner's Signature  
*(MUST BE SIGNED)*

\_\_\_\_\_  
Co-Owner (Second Owner) Signature



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## ADDITIONAL WARRANTY STATEMENTS

The following warranty statement is provided by Nautic Star, LLC (“*NauticStar*”) only to owners of NauticStar spark engine marine watercraft who reside, or operate their NauticStar boat, in California, and is being provided pursuant to applicable regulations adopted by the California Air Resources Board:

### CALIFORNIA EVAPORATIVE EMISSIONS CONTROL SYSTEM WARRANTY STATEMENT

#### Your Warranty Rights and Obligations:

The California Air Resources Board and NauticStar are pleased to explain the evaporative emission control system’s warranty on your MY 2020 spark-ignition marine watercraft. In California, new spark-ignition marine watercraft must be designed, built, and equipped to meet the State’s stringent anti-smog standards. NauticStar must warrant the evaporative emission control system on your spark ignition marine watercraft for the period listed below provided there has been no abuse, neglect or improper maintenance of your spark-ignition marine watercraft. Your evaporative emission control system may include parts such as: carburetors, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated evaporative emissions control system components.

#### Manufacturer’s Warranty Coverage:

This evaporative emission control system is warranted for five (5) years. If any evaporative emission-related part on your spark-ignition marine watercraft is defective, the part will be repaired or replaced by NauticStar.

#### Owner’s Warranty Responsibilities:

- As the spark ignition marine watercraft owner, you are responsible for performance of the required maintenance listed in your owner’s manual. NauticStar recommends that you retain all receipts covering maintenance on your boat, but NauticStar cannot deny warranty solely for the lack of receipts.
- As the boat owner, you should however be aware that NauticStar may deny you warranty coverage if your spark-ignition marine watercraft or a part has failed due to abuse, neglect, or improper maintenance or unapproved modifications.
- You are responsible for presenting your spark-ignition marine watercraft to a NauticStar authorized dealership sales 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 days. If you have a question regarding your warranty coverage, you should contact your local NauticStar dealer or NauticStar at 1-662-256-5636.

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Applicable SIMW evaporative emissions warranty parts list pursuant to 13 CCR §2861(e):

#### 1. Canister Mounting Brackets

2. Carbon Canister
3. Clamps\*
4. Fuel Cap
5. Fuel Lines
6. Fuel Line Fittings
7. Fuel Tank
8. Vapor Hoses
9. All other parts not listed that may affect the evaporative emissions control system

\*Note: As they relate to the evaporative emissions control system.

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