



# TERMS & CONDITIONS

MODEL YEAR 2025



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## DEFINITIONS

**Limited Warranty (“Agreement”)-** The terms and conditions outlined in this NauticStar Agreement booklet.

**Limited Warranty Holder (“Agreement Holder”)-** The original owner of the NauticStar watercraft or the person to whom the Agreement was properly transferred.

**Administrator-** The entity that performs the administrative services of the Agreement on behalf of the Warrantor.

**Administrator:** Brunswick Product Protection Corporation, 26125 N Riverwoods Blvd, Suite 500, Mettawa, IL 60045, Phone: 800-950-3808, Fax: 866-404-5831, Email: admin@boatwarranty.com

**Warrantor-** The entity who agrees to reimburse the reasonable cost for the repair or replacement of a covered component due to a Mechanical Breakdown.

**Warrantor** in all of the United States: NauticStar LLC, 500 Waterway Drive, Amory, MS, 38821, Phone: 662-478-8842

**Coverage-** The Accessory Component Coverage listed in this booklet.

**Mechanical Breakdown-** The failure of a listed covered component to perform that function for which it was designed, due to defects in material or the faulty workmanship in its manufacturing. Breakdown does not include the gradual reduction in operating performance caused by wear or pre-mature wear when a failure has not occurred.

**Issuing Dealer-** The marine dealership where the owner purchased the NauticStar Watercraft.

**Watercraft-** The NauticStar boat as registered with NauticStar.

**Original Equipment Manufacturer (“OEM”) –** The manufacturer of the boat and components covered by the Agreement.

**Term of the Agreement-** A period of 5 years beginning on the original in-service manufacturer warranty date of the first owner of the Watercraft as registered with NauticStar.

**Delivery Date-** The date the original owner takes delivery of the Watercraft.

**Deductible-** All covered repairs made under the Agreement are subject to a \$25 Deductible per covered repair, per component group.

## TO THE OWNER

Congratulations on the purchase of your new NauticStar boat with the Limited Warranty Agreement. We wish you years of enjoyment and worry-free boating.

This booklet describes the protection the Agreement Holder will have under the NauticStar Agreement. Subject to all the Terms of this Agreement, the Warrantor agrees with the Agreement Holder as follows:

### Extended Marine Protection Benefits

#### Mechanical Breakdown

During the Term of the Agreement, the Warrantor will reimburse the approved cost of a Mechanical Breakdown of the Agreement Holder’s Watercraft less the Deductible.

#### Service Assist

In the event of a Mechanical Breakdown of a covered component listed in this NauticStar Agreement booklet, the Agreement provides for the reimbursement of the cost of a Service Assist to include the following:

on-water towing, hoist/lift-out, haul-out, dockside repair call, pick-up/delivery or like services if necessary in order to perform the covered repair.

Reimbursement will be for up to a maximum of one (1) hour of the posted shop labor rate not to exceed \$125 per claim occurrence and must be performed by an OEM authorized marine repair facility.

Only one Service Assist can be applied per claim occurrence and Service Assist is not subject to a deductible.

The Service Assist benefit begins on the Delivery Date of your Watercraft and can be utilized during the OEM’s warranty period. See Reimbursement section on page 9 for specific reimbursement details on all approved claims categories.

#### Transfer Provision

All of the benefits of this NauticStar Agreement can be transferred to the next owner of the Watercraft within the Term of the Agreement. Any future owner beyond the first owner must submit a transfer form, a copy of the bill of sale showing the sale date and payment of \$50 (\$40 in Florida) in US funds only to the Administrator within thirty (30) days of the change in ownership of the Watercraft. Incomplete forms will not be processed and the Agreement will be void. No transfer is valid until received and accepted by the Administrator. This Agreement may not be transferred to any entity in the business of selling or leasing Watercrafts. The transfer form can be obtained from the Administrator by calling 800-950-3808 or by emailing admin@boatwarranty.com.

## ACCESSORY PACKAGE PROTECTION

### Runabout Class

**Digital Depth Finder:** (One unit) Head unit, transducer and wiring harness

**Electrical:** Engine battery main switch, engine battery isolator, engine battery charger, electric horn, windshield wiper motor, air compressor

**Gauges:** (In-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, digital multi-function gauge/display (one unit)

**GPS:** (One unit) GPS head unit, GPS antenna

**Stereo:** (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

**Sunshade:** Electric or manual gearbox, actuators, main control switch

**Trim Tabs:** Pump, planing plates, trim cylinders, control panel

**Trailer:** Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

**VHF Radio:** Head unit, microphones/handsets, internal speaker

**Water System:** Fresh water pump, faucet(s), transom and bow shower

**Waste System:** Vacuum generator pump, macerator, head exhaust fan

## ACCESSORY PACKAGE PROTECTION

### Sportman's Class

**Digital Depth Finder:** (One in-dash single-function unit) Head unit, transducer and wiring harness

**Down Riggers:** Mounting brackets, swivel and lock, frame, guide puller, winch, brake, crank, electric motor, control switch

**Electrical:** Engine battery main selector switch, engine battery main solenoid switch, engine battery isolator, engine battery charger, electric horn

**Electric Trolling Motor:** (One unit) Control head, lower unit, wiring harness, hand and foot controls, switches

**Fish Finder/GPS:** (Up to three units) Fish finder/GPS head unit, transducer, speed and temperature sensors, control cable, GPS antenna

**Gauges:** (In-dash units) Tachometer, speedometer, compass, hour meter, oil pressure, trim, engine voltage, fuel level, engine temperature, dedicated engine digital multifunction gauge/display

**Live Well/Bait Well:** (Factory-installed units only) Fill/main pump, aerator pump, manual valves

**Power Poles:** (Two units) Motor, cylinder and main control switch

**Power Transom:** Electromechanical motor and actuator, hydraulic pump, hydraulic cylinder, lift sensor/ sender, lift gauge, master switch

**Stereo:** (One in-dash factory-installed unit) AM/FM radio, CD player, CD changer, dash & transom mounted remote control panel, amplifier, satellite radio tuner, music player dock

**Sunshade:** Electric or manual gearbox, actuators, main control switch

**Trailer:** Master cylinder, reverse lockout solenoid, hydraulic brake actuator, brake drums, disc brake rotor, disc brake caliper, frame rails, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles, leaf springs

**Trim Tabs:** Pumps, planing plates, trim cylinders, control panel

**VHF Radio:** Head unit, microphones/handsets, internal speaker

**Water System:** Fresh water pump, faucet(s), fresh water bow/transom shower

**Waste System:** Vacuum generator pump, macerator, head exhaust fan

**Windlass:** Electric motor, wiring harness, helm station control panel

## HOW TO FILE A CLAIM

### Agreement Holder's Guidelines

If the Agreement Holder suspects a Mechanical Breakdown, the Agreement Holder should use reasonable care and diligence in the operation of the accessory component to prevent further damage.

- A. Return Watercraft or accessory unit to the Issuing Dealer or nearest OEM authorized repair facility within thirty (30) days of the failure.**
- B. Authorize the service department to teardown and inspect the Watercraft or accessory unit to assess the damage, determine the cause of Mechanical Breakdown and establish an itemized estimate of repairs.**
- C. Instruct the service department to submit the estimate of repairs to the Administrator for authorization.**
- D. Authorization must be obtained prior to beginning any repairs covered under this Agreement. The Administrator will work directly with the repair facility to process all claims.**
- E. The Administrator reserves the right to inspect the failed component(s) and prior service records before authorization and for up to 30 days after the authorization date.**
- F. The Administrator reserves the right to assume ownership of any components replaced under this Agreement for up to 30 days from the Authorization Date of all claims.**
- G. All claims must be filed with the Administrator, in writing, prior to the expiration of the Agreement and must be completed and submitted for payment within thirty (30) days of the Mechanical Breakdown.**

**CLAIMS SUBMITTED AFTER THE EXPIRATION DATE OF THE AGREEMENT WILL BE INELIGIBLE FOR COVERAGE UNDER THIS PROGRAM.**

### Service Department Guidelines

- A. Obtain authorization from the Agreement Holder to inspect and/or teardown the Watercraft or accessory unit to determine the cause of failure.**
- B. Prepare an itemized estimate of repairs. Include the following information on the estimate:
  - 1. Agreement Holder's name
  - 2. Description of Watercraft: year, make, model, hull identification number, engine size
  - 3. Date of failure
  - 4. Description of complaint
  - 5. Cause and corrective action required
  - 6. Component numbers and prices
  - 7. Warranty flat rate times and codes
  - 8. Posted hourly shop labor rate
- C. Authorization must be obtained from the Administrator prior to beginning any repairs covered by this Agreement. All claims will be processed, IN WRITING, by the Administrator. Claim checks are processed weekly for all authorized claims.**
- D. The Administrator reserves the right to inspect the failed component(s) and prior service records before authorization and for up to 30 days after the authorization date.
- E. The Administrator reserves the right to assume ownership of any components replaced under this Agreement for up to 30 days from the Authorization Date of all claims.
- F. All claims must be filed with the Administrator, in writing, prior to the expiration of the Agreement and must be completed and submitted for payment within thirty (30) days of the Mechanical Breakdown.

**CLAIMS SUBMITTED AFTER THE EXPIRATION DATE OF THE AGREEMENT WILL BE INELIGIBLE FOR COVERAGE UNDER THIS PROGRAM.**

**CLAIMS MAY BE SUBMITTED VIA FAX TO: (866) 404-5832**

**CLAIMS MAY BE SUBMITTED VIA EMAIL TO: [claims@boatwarranty.com](mailto:claims@boatwarranty.com)**

## IMPORTANT INFORMATION

### Reimbursement

**Accessory Package Protection Components and Labor:** All approved claims will be reimbursed at the OEM's suggested retail price for the component(s). If damaged beyond repair, OEM remanufactured component(s) pricing will be used for reimbursement when those component(s) are available. If unavailable, OEM new component(s) pricing will be used for reimbursement.

Labor charges will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances. If the OEM does not have a published flat rate time, the claim will be reimbursed for up to a maximum of one (1) hour for the labor charges.

### Additional Approved Claim Reimbursement

**OEM's Lifetime/Term Replacement Warranty:** If a component is replaced or covered by the OEM, the approved claim for the covered component will be reimbursed by the OEM at the OEM's replacement cost, if any. Labor charges not reimbursed by the OEM, if any, will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances and per the terms and conditions of this Agreement.

**Diagnostic/Teardown Time Charges:** Only qualify for reimbursement if specifically included in the flat rate times published by the OEM.

**Service Assist:** Charges only qualify for reimbursement if necessary as a part of a covered repair as defined in this Agreement booklet. Reimbursement is limited to a maximum of one (1) hour of the posted shop labor rate, not to exceed \$125 per claim occurrence.

### Limit of Liability

**Accessory Package Protection:** The limit of liability is a cumulative total of all claims reimbursed during the Term of the Agreement up to a maximum of \$10,000 per Accessory Package Protection.

## IMPORTANT INFORMATION

### General Provisions

#### Where The Agreement Holder Is Covered

This Agreement applies only to Mechanical Breakdowns occurring within the territorial waters of the continental United States of America, Alaska, Hawaii, Puerto Rico and Canada.

#### Agreement Limitations

This Agreement provides only the benefits specified in this Agreement booklet and does not cover any components, services or benefits not expressly listed herein or loss except as provided in this Agreement. There is no Coverage for any failure, either express or implied, for any component(s) not listed in this Agreement. The Warrantor's liability for incidental and consequential damages, including but not limited to property damage, loss of described Watercraft or from the breach of any implied warranties arising by operation of law, is expressly excluded. All costs in excess of the Agreement Reimbursement Policy are the responsibility of the Agreement Holder. The remedies described in this booklet are the sole and exclusive remedies provided by this Agreement. Other than as set forth herein, there are no other warranties either express or implied under this Agreement. All other warranties, either express or implied, including implied warranties of fitness and merchantability are expressly excluded.

#### Multiple Component Groups

When multiple instances of a component group are covered under the Agreement (e.g. Air Conditioners), the Coverages available will be assigned on a "First to Fail" basis. Once all Coverable units have been claimed, any further failed units will be excluded from Coverage.

#### Loss of Use

Neither the Administrator nor the dealer or the Warrantor shall have any responsibility for loss of use of the Watercraft, loss of time, inconvenience or consequential damages.

#### Entire Agreement

This Agreement represents the entire Agreement between the Agreement Holder and the Warrantor. No agent has the authority to change this Agreement or to waive any of its provisions. No other written or oral statement applies to this Agreement. No Coverage will be provided for any issued Agreement if any information that was provided to the Administrator by any party regarding this Agreement is determined to be false, misleading or omitted.

#### Right of Removal

The Agreement Holder agrees to allow the Administrator the right of removal of the Watercraft in the event of any dispute or conflict between the Administrator and the repair facility/service department or the Agreement Holder.

## IMPORTANT INFORMATION

### General Provisions (continued)

#### Dispute Resolution – Arbitration

This Agreement requires binding arbitration if there is an unresolved dispute between the Agreement Holder and the Administrator concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Mechanical Breakdown). Under this Arbitration provision, the Agreement Holder gives up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. The Agreement Holder also agrees not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the Agreement Holder and the Administrator positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where the Agreement Holder lives. Notwithstanding this arbitration provision, the Agreement Holder is not prohibited from bringing an action in Small Claims Court to resolve your dispute.

To start arbitration, either the Agreement Holder or the Administrator must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Mechanical Breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. The Agreement Holder and the Administrator will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by the Agreement Holder and the Administrator. Unless otherwise agreed to by the Agreement Holder and the Administrator, the arbitration will take place in the county and state in which the Agreement Holder lives. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

## IMPORTANT INFORMATION

### Agreement Holder's Responsibilities

The Agreement Holder's Watercraft should be serviced in accordance with the recommendations in the Owner's Manual. These regular services are essential to ensure the proper operation of the Agreement Holder's Watercraft and are required to keep the Agreement valid throughout the Term of the Agreement Holder's Agreement. To keep this Agreement in force, the Agreement Holder must comply with the following requirements:

1. The Agreement Holder must have the Watercraft or accessory unit serviced as specified by the OEM, to include all maintenance and off-season storage procedures as listed in the OEM owner/operator manual. Fuel injectors must be maintained per the OEM's minimum standards. Receipts showing dates and services performed and/or materials purchased must be retained and furnished to the repair facility/service department and the Administrator in the event of a claim. Any OEM updates and/or modifications performed must be accompanied by the corresponding receipts.
2. Use only OEM recommended oils, filters, additives, grease and fuel.
3. Report all covered Mechanical Breakdowns to the Administrator within thirty (30) days of the date of failure.
4. Assume all costs/charges for items not covered or in excess of the Agreement Reimbursement Policy.
5. Replace bellows/boots per the OEM's specifications as regular maintenance of the unit.
6. Replace seals and gaskets if determined to be leaking, but no Mechanical Breakdown has occurred, as maintenance of the Watercraft or accessory unit.

## WHAT IS NOT COVERED

1. THIS AGREEMENT DOES NOT COVER ANY ENGINE COMPONENTS, ACCESSORY COMPONENTS, SERVICES OR BENEFITS NOT SPECIFICALLY LISTED FOR COVERAGE IN THE NAUTICSTAR AGREEMENT BOOKLET. IF THE COMPONENT, BENEFIT OR SERVICE IS NOT LISTED AS ELIGIBLE FOR COVERAGE, IT IS NOT COVERED.
2. ANY FAILURE OCCURRING DURING THE OEM OR SUPPLIER'S WARRANTY PERIOD (REGARDLESS OF WHETHER THE OEM OR SUPPLIER IS AN ONGOING ENTITY), OR ANY FAILURE THE OEM OR SUPPLIER HAS ANNOUNCED IT WILL CORRECT THROUGH ANY SERVICE BULLETIN OR RECALL NOTICE WILL NOT BE COVERED.
3. THIS AGREEMENT DOES NOT COVER THE FOLLOWING ENGINE COMPONENTS OR ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM THESE COMPONENTS:
  - A. ALL EXHAUST COMPONENTS TO INCLUDE VALVES, MANIFOLDS, GASKETS, RISERS, RISER EXTENSION KIT, O-RINGS, BELLOWS, ELBOWS, PLATE KITS, Y-PIPES, MUFFLERS, SHUTTERS, FLAPPERS AND THRU HULL SYSTEMS
  - B. INTAKE VALVES
  - C. ENGINE BLOCK, CYLINDER HEAD(S), CYLINDER BARRELS/SLEEVES, INTAKE MANIFOLD, UPPER GEAR HOUSING, LOWER GEAR CASE, GIMBAL HOUSING
  - D. ALL EXTERNAL HARDWARE TO INCLUDE MOUNTING BRACKETS, SECURING HARDWARE, FASTENERS, NUTS, BOLTS, SCREWS, GROMMETS, CLIPS, CLAMPS, PROP NUTS
  - E. FRESH OR SALT WATER PUMP(S) AND IMPELLER(S)
  - F. HOSES, BELTS, LINES, CONNECTORS, CARBURETORS, SPARK PLUGS, FILTERS, MERCATHODE SYSTEM, ANODES, BATTERIES, PROPS, TRANSON SEAL
  - G. FUEL TANKS, FUEL TANK SENDING UNITS, FUEL HOSE(S)/LINE(S)
  - H. BOOTS OR BELLOWS, GIMBAL RING
  - I. SOFTWARE/SOFTWARE UPGRADES, UNLESS REQUIRED TO COMPLETE REPAIRS TO A MECHANICALLY FAILED COVERED COMPONENT
  - J. JET DRIVE IMPELLER
  - K. DAMAGE TO OTHERWISE COVERED COMPONENT(S) RESULTING FROM THE FAILURE OF AN UNLISTED COMPONENT
  - L. ANY OVERHEATING SITUATION
  - M. ANY UNLISTED COMPONENT(S)
4. THIS AGREEMENT DOES NOT COVER THE FOLLOWING ACCESSORY COMPONENT(S) OR ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM THESE COMPONENTS:
  - A. AIR CONDITIONER PUMP(S)
  - B. BILGE PUMP(S), FLOAT SWITCH
  - C. BOAT WIRING HARNESS, CONTROL SWITCHES, CONTROL KNOBS, BULBS, FUSES, BREAKERS
  - D. WASTE OR WATER SYSTEM PIPES, LEAKS FROM PIPING AND VACUUM ACCUMULATIONS, FITTINGS, CONNECTIONS
  - E. ANCHORS, ROPES, CHAINS, UNLISTED ANTENNAS/SPEAKERS, ALL EXTERNAL HARDWARE
  - F. SOFTWARE/SOFTWARE UPGRADES, UNLESS REQUIRED TO COMPLETE REPAIRS TO A MECHANICALLY FAILED COVERED COMPONENT
  - G. DIVE COMPRESSOR
  - H. ANY UNLISTED COMPONENT(S)
5. THIS AGREEMENT DOES NOT COVER ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM THE FOLLOWING, REGARDLESS OF THE CAUSE:
  - A. OVERHEATING
  - B. DETONATION, BURNT PISTONS, SCORED PISTONS, PRE-IGNITION, SCORED CYLINDERS
  - C. CARBONIZED PISTONS AND/OR STUCK RINGS
  - D. IMPROPER TIMING, POOR QUALITY OR CONTAMINATED FUEL, LUBRICANTS, GREASE, FLUIDS OR LEAN FUEL MIXTURE
  - E. LOW OR ZERO COMPRESSION
  - F. INCREASED OIL CONSUMPTION
  - G. TULIPED, DISHED, BENT, BROKEN OR BURNT INTAKE OR EXHAUST VALVES

## WHAT IS NOT COVERED

- H. WEAR: WORN COMPONENTS, AGED COMPONENTS, GROOVED SEAL AND SHAFT SURFACES, LOOSE STEERING ARM, LOOSE GIMBAL RINGS, LOOSE COMPONENTS, ANY REDUCTION IN OPERATING PERFORMANCE, FLUID LOSS FROM SEALS AND GASKETS
- I. LACK OF NECESSARY OR PROPER AMOUNTS OF LUBRICANTS OR COOLANTS
- J. TWISTED PROP SHAFT SPLINES OR DRIVE SHAFT SPLINES
- K. LACK OF PROPER MAINTENANCE, IMPROPER WINTERIZATION OR OFF-SEASON STORAGE PROCEDURES
- L. DUPLICATE FAILURES OF A LISTED COMPONENT
- M. WATER INGESTION AND/OR WATER INTRUSION
- N. ANY JET DRIVE COMPONENT FAILURE RESULTING FROM FOREIGN DEBRIS AND OR IMPELLER FAILURES

### 6. THIS AGREEMENT WILL NOT REIMBURSE FOR COSTS ASSOCIATED WITH:

- A. ITEMS NOT COVERED
- B. BETTERMENT: COMPONENTS AND LABOR CHARGES THAT ARE RECOMMENDED BUT NOT NECESSARY TO CORRECT THE COVERED BREAKDOWN
- C. INCIDENTAL OR CONSEQUENTIAL DAMAGE
- D. LABOR CHARGES ABOVE THE OEM'S FLAT RATE ALLOWANCES
- E. LABOR RATES ABOVE THE DEALER'S POSTED SHOP LABOR RATES
- F. REMOVAL, INSTALLATION OR REPAIR OF BULKHEADS, DECKS, HATCHES, FURNITURE, FIBERGLASS, ETC. TO ACCESS ANY COVERED UNIT
- G. ADDITIONAL CHARGES FOR NO LONGER AVAILABLE (N.L.A.) COMPONENTS OR DELAYED REPAIRS
- H. COMPONENT CHARGES ABOVE OEM'S SUGGESTED RETAIL PRICING
- I. COMPONENT/LABOR COSTS IN EXCESS OF SUBLET REPAIR INVOICES
- J. STORAGE CHARGES, TAXES, MILEAGE CHARGES, TRAVEL TIME, AIRFARE, SHIPPING, HANDLING, FREIGHT
- K. FLUIDS, OILS, TERMINALS, TUNE-UP ITEMS, CONSUMABLES, SHOP SUPPLIES
- L. POLLUTION, CLEAN UP, EPA CHARGES OR FINES
- M. LOSS OF USE, LODGING, MEALS, TRANSPORTATION CHARGES OR INCONVENIENCE
- N. ANY UNLISTED COMPONENT(S)

### 7. THIS AGREEMENT WILL NOT REIMBURSE IF:

- A. ANY COMPONENT(S) IS ALTERED OR MODIFIED AFTER THE AGREEMENT EFFECTIVE DATE
- B. THE WATERCRAFT IS USED FOR RACING, RENTAL, GOVERNMENT, TOURNAMENT FISHING, CHARTER, COMMERCIAL PURPOSES OR GENERATING REVENUE AFTER THE NAUTICSTAR AGREEMENT EFFECTIVE DATE
- C. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE
- D. BREAKDOWN(S) THAT OCCUR DUE TO DEBRIS, CLOGGED OR RESTRICTED OPENINGS

### 8. THIS AGREEMENT WILL NOT REIMBURSE FOR ANY FAILURE/BREAKDOWN/DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM:

- A. MISUSE, ABUSE, NEGLIGENCE
- B. ACCIDENTS, COLLISION, GROUNDING, SUBMERSION, IMPACT
- C. CORROSION, DETERIORATION, PERMEATION, WEATHERING, ROTTING, ELECTROLYSIS, RODENTS, ZEBRA MUSSELS, BARNACLES
- D. WATER, FREEZING, EXPLOSION, FIRE, SMOKE, FOREIGN MATERIALS
- E. ACTS OF GOD





NAUTICSTAR

