BOATEKA BOATEKA BOATEKA 90-DAY LIMITED WARRANTY

DEFINITIONS

Limited Warranty ("Agreement") — The terms and conditions outlined in this BOATEKA Limited Warranty Agreement document.

Limited Warranty Holder ("Agreement Holder") — The original owner of the Watercraft.

Administrator — The entity that performs the administrative services of the Agreement on behalf of the Warrantor. Administrator in all states: Brunswick Product Protection Corporation, 544 Lakeview Parkway, Suite 100, Vernon Hills, IL 60061, Phone: 800-950-3808, Fax: 866-404-5831

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: Boateka, 26125 N. Riverwoods Blvd., Suite 500, Mettawa, IL 60045

Coverage — The engine protection package and accessory protection package indicated on the registration page at the time of delivery/purchase and submitted to the administrator with the appropriate payment.

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.

Original Equipment Manufacturer ("OEM") — The manufacturer of the engine components covered by the Agreement.

Registration Page — The document completed by the dealer at the time of purchase, with a copy given to the agreement holder, that forms part of this agreement.

Term of the Agreement — A period of 90 days beginning on the Delivery Date.

Delivery Date — The date the original Agreement Holder or original owner takes delivery of the Watercraft.

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

TO THE OWNER

Congratulations on the purchase of your Watercraft with the Brunswick Product Protection Limited Warranty Agreement. We wish you years of enjoyment and worry-free boating. This document describes the protection the Agreement Holder will have under the Agreement. Subject to all the Terms of this Agreement, the Warrantor agrees with the Agreement Holder as follows:

MARINE PROTECTION BENEFITS

MECHANICAL BREAKDOWN

During the Term of the Agreement, subject to the selected Engine Package and Accessory Protection, the Obligor will reimburse the approved cost of a Mechanical Breakdown of the Agreement Holder's Watercraft less the Deductible.

NON-DEFECTIVE ENGINE BREAKDOWN:

Overheating* Pre-ignition Engine Sensor Failures Thermostat Failures Tuliped Valves Heat Cracked Heads Warped Heads Heat Collapsed Rings Scored Pistons Scored Cylinders Heat Cracked Block Carbonized Rings Burnt Valves Bent Valves

*Any overheating conditions created by raw water pump and/or impeller failures or those that do not result in a Mechanical Breakdown are not eligible for Coverage under this program.

CLAIM PAYMENT BENEFITS:

Lubricants Coolants Belts Spark Plugs Clamps Filters Hoses Engine Tuning Taxes Lake Test Sea Trial Shop Supplies

SERVICE ASSIST

In the event of a Mechanical Breakdown of a covered component listed in this Agreement, 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.

The Service Assist benefit begins on the Delivery Date of your Watercraft.

OUTBOARD

Controls: All parts contained within the manual/cable or electronic controls, neutral safety switch, shift switch, lever, control cables, micro switches, potentiometer, control panel, wiring harness, shift actuator, electronic throttle control assembly

Direct Fuel Injection ("DFI") Components: Air injectors, fuel injectors, air compressor, tracker valve, fuel regulator, fuel rails, check valves, mechanical fuel pump, low pressure fuel pump, high pressure fuel pump, vapor separator ("VST"), water pressure sensor

Electrical: Alternator, voltage regulator, stator, starter drive, starter, starter solenoid, power pack/switch box, electronic ignition module, timer base, trigger assembly, ignition coil, capacitor discharge modules ("CDM"), ignition switch, rev limiter, engine wiring harness, all engine electrical sensors to include distributor ignition sensor, crank position sensor, cam position sensor, coolant temperature sensor ("CTS")

Engine 2 Cycle: Crankshaft, main bearings, connecting rods, connecting rod bearings, connecting rod bolts, pistons, piston rings, wrist pins, wrist pin bearings, wrist pin lock rings, reeds, reed blocks, flywheel, seals, gaskets

Engine 4 Cycle: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, wrist pin lock rings, lifters, rocker arms, intake valves, exhaust valves, valve seats, valve springs, valve guides, valve spring retainers, valve covers, oil pump, oil filter housing, flywheel, intake air cooler, integrated oil cooler, supercharger, air regulator, seals, gaskets

Fuel System: Fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, mechanical fuel pump, fuel supply module, electronic control unit ("ECU") module, electric choke/primer, all fuel system sensors to include manifold absolute pressure ("MAP") sensor, throttle position sensor ("TPS"), manifold air temperature ("MAT") sensor, fuel/water sensor, wiring harness

Joystick: (Single station) Associated wire harness, thrust vector module (TVM), steering actuator, steering pump, joystick, CCM module, IMU compass, steering pressure sensor

Lower Unit: Forward, reverse and pinion gears, clutch dog, dog pin, cam follower, prop shaft, drive shaft, shift shaft, shims, bearing carriers, bearings, pinion nut, pinion nut washer, bearing carrier retaining nut, seals, gaskets

Oil Injection System: Oil injection pump, oil pump drive gear and shaft, enginemounted oil tank and cap, warning horns and lights, oil injection lines, check valves, metering system

Power Trim: Power trim motor/pump, power trim cylinders, cylinder rams, mounts and pivots, trim solenoids, wiring harness, master switch, sender/limit switches, seals, gaskets

Steering: Steering control helm assembly, control rack and yoke assembly, hydraulic steering pump, hydraulic steering cylinder, seals, gaskets

Complete Assemblies: Engine block, cylinder head(s), intake manifold, drive shaft housing and/or lower gear case housing will be eligible for reimbursement if damaged beyond repair by the failure of a covered component listed above.

GAS STERNDRIVE - INBOARD

Controls: All parts contained within the manual/electronic single or dual shift controls, neutral safety switch, shift switch, lever, control cables, micro switches, potentiometer, control panel, wiring harness, shift actuator, electronic throttle control assembly

Cooling System: Engine circulating pump, heat exchangers, seals, gaskets

Electrical: Alternator, voltage regulator, electronic ignition module, ignition coil, starter, starter solenoid, starter drive, electric choke, electric choke solenoid, engine wiring harness, ignition switch, oil pressure switch, all engine electrical sensors to include distributor ignition sensor, crank position sensor, cam position sensor, coolant temperature sensor ("CTS")

Engine: Crankshaft, main bearings, main bearing bolts, connecting rods, connecting rod bearings, connecting rod bolts, camshaft, camshaft bearings, pistons, piston rings, wrist pins, push rods, lifters, intake valves, exhaust valves, valve seats, valve springs, valve guides, valve spring retainers, valve cover gaskets, timing gears, timing chain, timing belt, timing cover gasket, oil pump, oil filter housing, flywheel, harmonic balancer, thermostat, thermostat housing, thermostat housing gaskets, engine mounts, distributor, head gasket(s), rocker arms, rocker cover, rocker cover gaskets, timing gear cover, timing gear cover gasket, timing cover seal, front main seals, rear main seals, all engine senders/ sensors, seals, gaskets

Fuel System: Fuel injectors, injector rails, pressure regulator, low pressure pump, high pressure pump, wiring harness, flame arrestor, fuel cooler, vapor separator ("VST"), idle air control ("IAC") valve, engine- mounted electronic control unit ("ECU") module, all fuel system sensors to include manifold absolute pressure ("MAP") sensor, throttle position sensor ("TPS"), manifold air temperature ("MAT") sensor

Power Trim: Power trim motor/pump, power trim cylinders, cylinder rams, mounts and pivots, trim solenoids, wiring harness, master switches, sender/limit switches, reverse lock valve, power trim reservoir and cap assembly, seals, gaskets

Steering: Steering control helm assembly, control rack and yoke assembly, power steering pump, power steering pump pulley, hydraulic steering pump, hydraulic steering cylinder, steering cable, power steering oil cooler

Sterndrive Control System: Power steering pump, power steering cooler, thrust vector module ("TVM"), TVM cylinder, joystick and associated wiring harness

Sterndrive Shaft Housing: Upper drive gear set, clutch dogs and cones, spring kit, shift cams, shims, bearings, bearing carriers, upper drive shaft, spanner cover nut, seals, gaskets

Sterndrive Intermediate Housing: Intermediate drive shaft, universal joints, u-joint bellows, gimbal bearings, center yoke, drive yoke, steering yoke, gimbal ring, bell housing, gimbal ring bushings, hinge pins and screws, engine coupler, oil reservoir bottle and cap, reservoir level switch assembly, intermediate shift cable, shift cable bellows

Sterndrive Lower Unit: Forward, reverse and pinion gears, clutch dog, dog pin, cam follower, prop shaft, drive shaft, shift shaft, shims, bearings, bearing carriers, pinion nut, pinion nut washer, seals, gaskets

Transmission: Transmission mounts, clutch plates, clutch drums, thrust plates, planetary gears, shift bands, reduction gears, bearings, shafts, bearing carriers, hydraulic pump, hydraulic pistons, valve body, drive plate, temperature switches, neutral safety switch, control valves, transmission oil cooler, shift pressure transducer, seals, gaskets

V-drive: Bearings, thrust bearings, bevel gears, shafts, shims, bearing carriers, drive plate, friction clutch plates, steel clutch plates, pressure plates, clutch drums, springs, snap rings, control valve, regulator valve, hydraulic pump, temperature switches, neutral safety switch, sealing rings, ring gear, v-drive oil cooler, shift pressure transducer, seals, gaskets

Complete Assemblies: Engine block, cylinder head(s), cylinder barrels/sleeves, intake manifold, transmission case, v-drive case, pod drive intermediate housing, sterndrive shaft housing, sterndrive lower gear case and/or gimbal housing will be eligible for reimbursement if damaged beyond repair by the failure of a covered component listed above

RUNABOUT

Bilge Blower: Control panel switch, wiring harness, blower motor

Digital depth finder: (One unit) Head unit, transducer, 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, amplifier, satellite radio tuner, music player dock

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

Trim Tabs: Pump, planning plates, trim cylinder, control panel

Trailer: Master cylinder, reverse lockout solenoids, 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, microphone/handsets, internal speaker

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

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

SKI CLASS

Ballast: Pump, ballast bag, wired control switch

Bilge Blower: Control panel switch, wiring harness, blower motor

Cockpit Heat Exchanger: Power supply, fan and switch

Cruise Control: Sensors, cables, modules, paddle wheel, pickups, wiring harness, servo motor

Digital Depth Finder: (One unit) Head unit. Transducer, 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

Lighting: (Fixtures & Switches only) Interior courtesy lights, navigation lighting, anchor light, docking light

Ski/Wakeboard Tower: (Factory Mounted) Ski tower, barefoot pylon, retractable/ pop-up ski tow pylon, factory installed ski tower lights

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

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

Trim Tabs: Pump, planning plates, trim cylinder, control panel

Trailer: Master cylinder, reverse lockout solenoids, 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, microphone/handsets, internal speaker

Wake Shaping: Planning plates cylinder/actuators, control panel

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

PONTOON CLASS

Bilge Blower: Control panel switch, wiring harness, blower motor

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

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

Fish Finder/CPS: (One stand-alone unit) Head unit, antenna, transducer, speed and temperature sensor, control panel

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)

Lighting: (Fixtures & Switches only) Interior courtesy lights, navigation lighting, anchor light, docking light

Refrigerator: Thermostat, cooling unit, power supply

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

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

Trailer: Master cylinder, reverse lockout solenoids, 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, microphone/handsets, internal speaker

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

SPORTSMAN'S CLASS

Air Conditioner: (One-unit stowaway) Compressor, condenser, heat exchanger, evaporator, thermostat, capacitors, relays, fans, control board

Bilge Blower: Control panel switch, wiring harness, blower motor

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

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

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

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

Fish Finder/GPS: (Up to 3 units) Head unit, antenna, transducer, speed and temperature sensor, control panel

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)

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, amplifier, satellite radio tuner, music player dock

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

Trailer: Master cylinder, reverse lockout solenoids, 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: Pump, planning plates, trim cylinder, control panel

VHF Radio: Head unit, microphone/handsets, internal speaker

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

IMPORTANT INFORMATION

REIMBURSEMENT

Engine 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, the OEM remanufactured pricing will be used for reimbursement when OEM remanufactured parts are offered. All other covered component(s), if damaged beyond repair, will be reimbursed using OEM new component pricing. Labor charges will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances.

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 pricing will be used for reimbursement of any covered component(s) when available. If unavailable, OEM new component 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, Sea Trail, Lake Test: Charges only qualify for reimbursement if necessary, as a part of a covered repair as defined in this Agreement document. Reimbursement limited to a maximum of one (1) hour of the posted shop labor rate, not to exceed \$125 per claim occurrence.

Shop Supplies: 5% of the total labor charges, not to exceed \$25 per claim.

Taxes: Charges only qualify for reimbursement if applicable under state law.

Filters, Belts, Spark Plugs, Lubricants, Hoses, Coolant and Clamps: Charges only qualify for reimbursement if necessary, as a part of a covered repair and applicable to the damaged engine component(s)

LIMIT OF LIABILITY

Engine Package Protection: The Engine Package Protection 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 Engine Package Protection.

Accessory Package Protection: The limit of liability for Runabout Class, Sportsman's Class, Pontoon Class and Ski Class is the total of all claims reimbursed during the term of the Agreement up to a maximum cumulative total of \$10,000.

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 and Canada.

AGREEMENT LIMITATIONS

This Agreement provides only the benefits specified in this Agreement document 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 by 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 document 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.

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.

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.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr. org) will apply to any arbitration under this Agreement. 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) 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.

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 engine or 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 tear down 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. <u>Authorization must be obtained prior to beginning any repairs covered</u> <u>under this Agreement</u>. 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 number 2. Agreement Holder's name 3. Description of Watercraft: year, make, model, hull identification number, engine size 4. Date of failure 5. Description of complaint 6. Cause and corrective action required 7. Component numbers and prices 8. Warranty flat rate times and codes 9. Posted hourly shop labor rate

- C. <u>Authorization must be obtained from the Administrator prior to beginning any</u> <u>repairs covered by this Agreement</u>. 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, <u>prior to the</u> <u>expiration</u> 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

WHAT IS NOT COVERED

- THIS AGREEMENT DOES NOT COVER ANY ENGINE COMPONENTS, ACCESSORY COMPONENTS, OUTBOARD COMPONENTS, SERVICES OR BENEFITS NOT SPECIFICALLY LISTED FOR COVERAGE IN THE 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 SYSTEM COMPONENTS TO INCLUDE MANIFOLDS, GASKETS, RISERS, RISER EXTENSION KIT, O-RINGS, BELLOWS, ELBOWS, PLATE KITS, Y-PIPES, MUFFLERS, CATALYST(S), SHUTTERS, FLAPPERS AND THRU HULL SYSTEM
 - B. AFTER COOLER(S)
 - C. ENGINE BLOCK, CYLINDER HEAD(S), CYLINDER BARRELS/SLEEVES, INTAKE MANIFOLD, TRANSMISSION CASE, V-DRIVE CASE, UPPER GEAR HOUSING, LOWER GEAR CASE, GIMBAL HOUSING
 - D. ALL HARDWARE TO INCLUDE MOUNTING BRACKETS, SECURING HARDWARE, FASTENERS, NUTS, BOLTS, SCREWS, GROMMETS, CLIPS, CLAMPS, PROP NUTS, FITTINGS, DRAIN PLUGS
 - E. FRESH OR SALTWATER PUMP(S) AND IMPELLER(S)
 - F. HOSES, BELTS, LINES, CONNECTORS, CARBURETORS, SPARK PLUGS, FILTERS, MERCATHODE SYSTEM, ANODES, BATTERIES, PROPS, TRANSOM SEAL
 - G. TRANSMISSION OR V-DRIVE APPLICATIONS: COUPLER, DRIVE LINE, DRIVE SHAFT, STUFFING BOX AND SEALS, DRIPLESS PACKING AND SEALS, CUTLESS BEARING(S), PROP SHAFT, THRUST WASHER, SHAFT LOG, STRUT, RUDDER
 - H. FUEL TANK(S), FUEL TANK SENDING UNITS(S) FUEL HOSES(S)/LINE(S)
 - I. SOFTWARE/SOFTWARE UPGRADES, UNLESS REQUIRED TO COMPLETE REPAIRS TO A MECHANICALLY FAILED COVERED COMPONENT
 - J. ANY OVERHEATING THAT DOES NOT RESULT IN A MECHANICAL FAILURE
 - K. ENGINE ROOM EXTRACTOR FAN(S)
 - L. DAMAGE TO OTHERWISE COVERED COMPONENT(S) RESULTING FROM THE FAILURE OF AN UNLISTED COMPONENT
 - 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 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)
 - I. RIGID BALLAST TANKS, BALLAST PUMP IMPELLER
 - J. TELEVISION MOUNTS, REMOTES, ANTENNAS, POWER SUPPLY
- 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. WEAR: WORN COMPONENTS, AGED COMPONENTS, GROOVED SEAL AND SHAFT SURFACES, LOOSE STEERING ARM, LOOSE GIMBAL RINGS, LOOSE COMPONENTS, ANY REDUCTION IN OPERATING PERFORMANCE.
 - B. IMPROPER TIMING, POOR QUALITY OR CONTAMINATED FUEL, LUBRICANTS, GREASE, FLUIDS OR LEAN FUEL MIXTURE
 - C. INCREASED OIL CONSUMPTION
 - D. LACK OF NECESSARY OR PROPER AMOUNTS OF LUBRICANTS OR COOLANTS
 - E. TWISTED PROP SHAFT SPLINES OR DRIVE SHAFT SPLINES
 - F. LACK OF PROPER MAINTENANCE, IMPROPER WINTERIZATION OR OFF-SEASON STORAGE PROCEDURES
 - G. WATER INGESTION AND/OR WATER INTRUSION
 - H. REFACING OF VALVES AND/OR VALVE SEATS
 - I. DAMAGE TO OTHERWISE COVERED COMPONENT(S) RESULTING FROM THE FAILURE OF AN UNLISTED COMPONENT
- 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 (NLA) 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, MILEAGE CHARGES, TRAVEL TIME, AIRFARE, SHIPPING, HANDLING, FREIGHT
- K. POLLUTION, CLEAN UP, EPA CHARGES OR FINES
- L. LOSS OF USE, LODGING, MEALS, TRANSPORTATION CHARGES OR INCONVENIENCE
- M. 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 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, NEGLECT
 - B. ACCIDENTS, COLLISION, GROUNDING, SUBMERSION, IMPACT
 - C. CORROSION, DETERIORATION, PERMEATION, WEATHERING, ROTTING, ELECTROLYSIS, RODENTS, ZEBRA MUSSELS, BARNACLES, MARINE GROWTH
 - D. WATER, FREEZING, EXPLOSION, FIRE, SMOKE, FOREIGN MATERIALS
 - E. ACTS OF GOD



DISCOVER SMART BOAT BUYING 350 Sea Ray Drive, Merritt Island, FL 32953