

Appendix – C

INDMAR LIMITED PRODUCT WARRANTY

1. **Warranty.** Indmar Products Co., Inc., 5400 Old Millington Road, Millington, Tennessee 38053 (“Indmar”), warrants that its marine propulsion engine and the parts related thereto (collectively, “Product”) are free from material defects in material and workmanship under normal use and service during the applicable warranty period as set forth herein.
2. **Coverage.** Indmar shall replace or repair any defect in material or workmanship relating to the Product under the terms and conditions of this Limited Product Warranty. Components or parts of the Product that Indmar determines in its sole discretion to be “worn-out” from use are specifically excluded from this Limited Product Warranty. If a Product or defective part thereof is, upon examination by Indmar, determined by Indmar to be defective, Indmar shall repair, or at its sole option, provide either a new or rebuilt replacement of equivalent quality. Indmar shall have the sole discretion to determine whether the replacement, if provided, shall be a new or rebuilt replacement. Indmar’s sole obligation under this Limited Product Warranty is limited only to the foregoing obligations as stated herein.
3. **Customer.** This Limited Product Warranty is extended only to the original retail purchaser of a boat or the original lessor, in the case of a leased boat, in which a Product has been installed pursuant to Indmar’s approval or authority (“Customer”). If the boat is sold or traded prior to the end of the applicable warranty period set forth herein, the remainder of the applicable warranty period is transferable to the new owner or new lessor (also referred herein as “Customer”) provided that all of the requirements for a valid transfer as set forth in this Limited Product Warranty are satisfied. No transfer of any rights by any Customer shall be deemed valid or effective unless and until approved in writing by Indmar. Warranties of any nature to any person other than those described herein are specifically excluded.
4. **Excluded items.** In addition to, and without in any way limiting, any exclusion set forth elsewhere in this Limited Product Warranty, this Limited Product Warranty shall not apply to the following items:
 - (a) Shop supplies used in performing work pursuant to this Limited Product Warranty, including, but not limited to, rags, sealants and lubricants.

- (b) Incidental and consequential damages, including, but not limited to, storage charges, telephone or rental charges of any type, inconvenience or loss of time or income.
- (c) Minor adjustments and tune-ups, including, but not limited to, checking, cleaning or adjusting spark plugs, carburetor setting, filters, belts, controls and checking lubrication.
- (d) Water pump impellers, water hoses, cooling system anodes, or any component determined solely by Indmar to be damaged from the failure of any of such items.
- (e) Product failure as determined solely by Indmar to be caused by neglect, lack of maintenance, accident, abnormal operation, improper installation, improper preparation, improper winterization, improper dealer set-up, improper service or normal wear and tear.
- (f) Haul-out, launch, and towing charges.
- (g) Cost and expense incurred that relate to the removal and/or replacement of boat partitions or material due to boat design for necessary access to the Product.
- (h) Transportation charges and travel time incurred by Indmar to fulfill any of its obligations pursuant to this Limited Product Warranty.
- (i) Service or work to the Product as requested by the Customer that is as determined solely by Indmar to be beyond the scope of this Limited Product Warranty.
- (j) Use of parts other than Indmar parts (or parts authorized by Indmar) and the use of labor other than Indmar labor (or labor authorized by Indmar) when making repairs or providing a replacement under this Limited Product Warranty.
- (k) Oil, lubricants or fluids used for the normal maintenance of the Product.
- (l) Defects to the Product as determined solely by Indmar to be caused by or due to participation in or preparing for racing or other competitive activity.
- (m) Defects to the starter motor, armatures or field coil assembly of the Product as determined solely by Indmar to be caused by excessive cranking, condensation or submersion.
- (n) Defects to the Product as determined solely by Indmar to be caused by water entering the Product via the intake or exhaust system or submersion.

- (o) Defects to the Product as determined solely by Indmar to be caused by the use of fuels and lubricants that are not suitable for use with or on the Product or its fuel system components that was damaged or rendered inoperable from stale gasoline.
- (p) Defects to the Product as determined solely by Indmar to be caused by the lack of cooling water resulting from the motor being started out of water or foreign materials blocking intake passages.
- (q) Defects to the Product as determined solely by Indmar to be caused by servicing errors made by the Customer or by any servicing dealer/mechanic not approved or authorized by Indmar.
- (r) Product warranty claims that Indmar in its sole opinion determines are not due or traceable to material defects in material or workmanship of the Product.

5. **Inspection and Testing of Product.** Certain parts of the Product may be tested upon receipt by Indmar. Such parts found to be free of defects will be returned to the dealer and no credit will be issued. Indmar reserves the right to retrieve run time/run condition data from a Product's Electric Control Module prior to granting any warranty coverage on the Product under this Limited Product Warranty.

6. **Warranty Period.** Warranty coverage shall be provided only for the periods of time hereinafter set forth:

- (a) For Product installed in boats manufactured by a manufacturer approved by Indmar (OEM):
 - (i) A period of thirty-six (36) months commencing from the date of purchase or the date of commencement of the Product use, whichever sooner occurs, in the case of non-commercial use;
 - (ii) A period of thirty-six (36) months commencing from the lease date if the lease is for private use and is for a time period of not less than two (2) years; or
 - (iii) A period of three (3) months commencing from the date of purchase or lease inception or the date of commencement of the Product use, whichever sooner occurs, in the case of commercial use.
- (b) For repowers (defined as engines purchased for replacement) or the installation of the Product in boats by a manufacturer not approved or authorized by Indmar:
 - (i) A period of twelve (12) months commencing from the date of purchase or the date of commencement of the Product use, whichever sooner occurs, in the case of non-commercial use; or
 - (ii) A period of three (3) months commencing from the date of purchase or the date of commencement of the Product use, whichever sooner occurs, in the case of commercial use.

In the event that more than one warranty time period may be applicable to a particular Product pursuant to this Section 6, the shortest period of time shall apply and shall be the only warranty time period allowed for that Product.

The repair or replacement of parts or the performance of service under this Limited Product Warranty does not extend the applicable period of this warranty beyond its original expiration date as set forth herein.

7. **Procedure.** Within 10 days from the date of purchase by the original retail purchaser of the Product or the beginning date of lease period, the Customer shall either (i) complete and mail the Indmar Warranty Registration Card to Indmar; or (ii) register the Product online by visiting www.indmar.us. In addition to other requirements set forth herein, no warranty claim will be honored without Indmar's prior receipt of the Indmar Warranty Registration Card or the successful online registration of the Product. In the case of a leased boat, a copy of the lease contract showing the length of the lease must be delivered to Indmar. In the case of a warranty transfer to a subsequent owner or lessor, the new owner/lessor's information along with a check for \$200.00 made payable to "Indmar Warranty Transfer" must be sent to Indmar within 10 days of the transfer. No transfer shall be effective or valid unless and until approved by Indmar in its sole discretion. In the case of a warranty transfer relating to a leased boat, a copy of the lease contract showing the length of the lease must also be submitted to Indmar along with the \$200.00 check. For warranty claims to be asserted hereunder, the Product or defective part thereof, together with a written notice of itemized defects must be returned to the retailer from whom the Product was purchased or to any other convenient Indmar authorized dealer. To obtain the location of an authorized Indmar dealer or service center in your area, write to Indmar requesting such information or visit www.indmar.com. In the event that the local authorized Indmar dealer is unable to remedy a warranted defect in the Product, the Product or defective part thereof, together with a written notice of itemized defects, must be delivered to Indmar at 5400 Old Millington Road, Millington, Tennessee 38053 with any and all freight and insurance charges prepaid. All insurance and freight charges and return charges incurred by Indmar for delivery of the Product (or its new or rebuilt replacement) to the retail purchaser or lessor shall be paid by such purchaser or lessor. The Customer shall be solely responsible for any and all labor expenses related to the repair or replacement of a Product pursuant to this Limited Product Warranty that exceed the specified services rates of Indmar in effect at the date of purchase or lease. A schedule of service rates of Indmar may be obtained from any authorized Indmar dealer.

8. **Trade Accessories.** Indmar makes no warranty of any character with respect to any and all trade accessories not manufactured by Indmar.

9. **Voiding the Warranty.** In addition to any requirement set forth in this Limited Product Warranty not being met or satisfied, this Limited Product Warranty shall become void and shall not apply under the following conditions or circumstances:

- (a) When the Product or any part thereof is subject to accident, alternation, modifications, abuse, misuse, neglect or improper maintenance and Indmar in its sole discretion determines the same;

- (b) When the Product is serviced by any individual or entity not authorized or approved by Indmar; or
- (c) When damage to the Product results from cases not arising from defects in material and/or workmanship and Indmar in its sole discretion determines the same.

10. **Notices.** Any notice to Indmar set forth pursuant to this Limited Product Warranty shall be delivered to the following address:

Indmar Products Co., Inc.
5400 Old Millington Road
Millington, Tennessee 38053

THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY INDMAR. INDMAR DOES NOT MAKE ANY OTHER WARRANTIES EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INDMAR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF INDMAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DEVELOPMENT, DELIVERY, USE OR PERFORMANCE OF THE PRODUCT. IN ANY EVENT, THE LIABILITY OF INDMAR FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO THE AMOUNT THEN PREVIOUSLY PAID FOR THE PRODUCT BY THE CUSTOMER.

INDMAR DOES NOT AUTHORIZE ANY PERSON, EMPLOYEE, AGENT, REPRESENTATIVE OR ENTITY TO ALTER ANY OF THE TERMS AND CONDITIONS OF THIS LIMITED PRODUCT WARRANTY OR CREATE ANY OTHER OBLIGATION RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

NOTICE TO CALIFORNIA CUSTOMERS: CALIFORNIA CUSTOMERS MUST DIRECTLY NOTIFY INDMAR IN WRITING IF THE PRODUCT DOES NOT CONFORM TO APPLICABLE WARRANTIES AND (A) THE NON-CONFORMITY IS LIKELY TO CAUSE DEATH OR SERIOUS BODILY INJURY AND HAS BEEN SUBJECT TO REPAIR TWO (2) OR MORE TIMES, AND/OR (B) THE NON-CONFORMITY HAS BEEN SUBJECT TO REPAIR FOUR (4) OR MORE TIMES. CALIFORNIA CUSTOMERS ARE HEREBY NOTIFIED TO THE FOLLOWING PROVISIONS OF CALIFORNIA LAW: CAL. CIVIL CODE § 1793.22 AND CAL. CIVIL CODE § 1793.2(d). COMPLETE COPIES OF THESE CODE SECTIONS ARE AVAILABLE UPON REQUEST.