

NORTHSTAR MARINE WARRANTY

CONDITIONS

STRUCTURAL HULL WARRANTY :

NORTHSTAR MARINE SRL warrants to the original retail purchaser of this boat that it will at its sole option, repair or replace the fiberglass hull if it is found to be structurally defective in material or workmanship for a period of three years from the date of purchase. For purpose of this warranty, the hull is defined as the single fiberglass casting which rests on the water and the upper deck molding connected to it. This warranty is subject to all limitations and conditions explained below.

TUBE WARRANTY – only for inflatable boats and rigid hull inflatable boats:

NORTHSTAR MARINE SRL warrants to the original retail purchaser of this boat that it will at its sole option, repair or replace the Neoprene / Hypalon tube if it is found to be defective in material or workmanship for a period of three years from the date of purchase.

GENERAL WARRANTY:

In addition to the above warranties, boats manufactured by NORTHSTAR MARINE SRL are warranted to the original purchaser to be free of defects in materials or

workmanship for a period of two (2) years from the date of delivery, subject to all limitations and conditions contained herein.

EXTERIOR FINISH WARRANTY:

NORTHSTAR MARINE warrants its exterior gelcoat finish to be free from cosmetic defects including blisters, cracks or crazing for a period of onehunderandeighty (180) days from the date of delivery to the original retail purchaser, subject to all limitations and conditions contained herein.

All warranty work is to be performed at a NORTHSTAR MARINE dealership, NORTHSTAR MARINE Factory or other location, as directed by NORTHSTAR MARINE at NORTHSTAR MARINE's sole discretion. After it has been established that there is a valid claim under this warranty, NORTHSTAR MARINE's Customer Service Manager will authorize, in writing, repairs to be made. Transportation for repairs will not be covered by this warranty and is the responsibility of the boat owner.

CUSTOMER OBLIGATIONS:

The following procedures and customer obligations are conditions precedent to the availability of any benefits under warranty terms:

- (a) The purchaser must sign and the dealer must submit the "OWNER WARRANTY REGISTRATION CARD" within ten (10) days of the date of delivery and such information must be on file at NORTHSTAR MARINE or such registration must be done via internet at NorthStar website (www.northstarboats.com);

- (b) The purchaser must give the dealer from whom the boat was purchased written notice of any claim under this warranty period and within a reasonable period of time (not to exceed thirty (30) days) after the defect is or should have been discovered. NORTHSTAR MARINE will not repair any condition or replace any part if a claim is not made in a timely manner.
- (c) NORTHSTAR MARINE will not repair any condition or replace any part, if the use of the boat is continued after the defect is or should have been discovered; and such continued use causes other or additional damage to the boat or component parts of the boat.
- (d) Only the dealer should write or call the "warrantor"; NORTHSTAR MARINE SRL, Attn.: Customer Service Manager.
- (e) NORTHSTAR MARINE will then determine whether the claim is covered by this warranty and will advise the dealer.
- (f) Dealer will contact the NORTHSTAR MARINE boat owner regarding instructions for delivery of boat or part for warranty repair if it is covered under warranty.

WARRANTY EXCEPTIONS

THIS WARRANTY does not cover and the following are not warranted:

- (a) Engines, metal plating or finishes, windshield breakage, leakage, fading and deterioration of paints, canvas, upholstery and fabrics;
- (b) Gelcoat surfaces including, but not limited to, cracking, crazing, discoloration or blistering beyond the onehundredandeighty (180) day warranty period.

- (c) Accessories and items which were not part of the boat when shipped from the NORTHSTAR MARINE factory, and/or any damage caused thereby;
- (d) Damage caused by misuse, accident, galvanic corrosion, negligence, lack of proper maintenance or improper tampering;
- (e) Any boat used for racing, or any boat used for rental or commercial purposes;
- (f) Any boat operated contrary to any instructions furnished by NORTHSTAR MARINE, or operated in violation of any laws, rules or regulations.
- (g) The warranty is void if alterations have been made to the boat;
- (h) Transportation of boat or parts to and/or from the service location;
- (i) Travel time or haul outs, loss of time or convenience;
- (j) Any published or announced catalog performance characteristics of speed, fuel and oil consumption, and static or dynamic transportation in the water;
- (k) Any boat that has been powered beyond NORTHSTAR MARINE's power or engine weight recommendations;
- (l) Boats damaged by accident and boats damaged while being loaded onto, transportation upon or unloaded from trailers, cradles, or other devices used to place boats in water, remove boats from water or store or transport boats on or over land;
- (m) Costs or charges derived from inconveniences or loss of use, commercial or monetary loss due to time loss and any other special, incidental or consequential damage of any kind or nature whatsoever;
- (n) Improper use, in particular negligent use, or rash use, misuse, or abnormal use;

(o) Accident or catastrophe such as but not limited to explosion, fire, flood, storm, lightning, transport, riot, theft, and collision;

(p) Unsuitable storage or transport conditions.

GENERAL PROVISIONS

ALL GENERAL, SPECIAL, INDIRECT, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THIS WARRANTY ARE DISCLAIMED BY NORTHSTAR MARINE. It is the interest of the parties that the owner's sole remedy is the repair or replacement of the vessel or its allegedly defective component parts and that no other legal or equitable remedies shall be available to said owner. Some countries do not allow the exclusion of incidental or consequential damages so the foregoing may not apply to you. NORTHSTAR MARINE MAKES NO WARRANTY, OTHER THAN CONTAINED HEREIN; ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING IN COUNTRY LAWS IS LIMITED TO THE PERIOD OF THIS WARRANTY. ALL OBLIGATIONS OF NORTHSTAR MARINE SPECIFICALLY SET FORTH HEREIN. NORTHSTAR MARINE DOES NOT AUTHORIZE ANY PERSON OR DEALER TO ASSUME ANY LIABILITY IN CONNECTION WITH NORTHSTAR MARINE BOATS. NORTHSTAR MARINE's obligation with respect to this warranty is limited to making repairs to or replacing the defective parts and no claim for breach of warranty shall be cause for cancellation or rescission of the contract of sale or any boat manufactured by NORTHSTAR MARINE SRL.

NORTHSTAR MARINE will discharge its obligations under this warranty as rapidly as possible, but cannot guarantee any specific completion date due to the different

nature of claims that may be made and services that may be required. NORTHSTAR MARINE reserves the right to change or improve the design of its boats without obligation to modify any boat previously manufactured. This warranty gives you specific legal rights, and you may also have other rights which may vary from country to country. NORTHSTAR MARINE shall in no way be responsible for any repairs not PRE-AUTHORIZED by a NORTHSTAR MARINE Customer Service Manager, in writing, or repairs performed by a repair facility not PRE-AUTHORIZED.

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