

WARRANTY

CARRERA POWERBOATS – LIMITED WARRANTY

Carrera Powerboats provides the following Limited Warranty to the original retail owner of its current model year boat, if purchased from an authorized Carrera Powerboats Dealer and operated under normal, non-commercial use, subject to the remedies, exclusions, and limitations set out below.

THE CUSTOMER AND DEALER MUST FILL OUT THE WARRANTY FORM SUPPLIED WITH THE BOAT AND RETURN IT TO CARRERA POWERBOATS WITHIN 15 DAYS FOR THE WARRANTY TO TAKE EFFECT.

1. Ten-Year Structural Hull Limited Warranty: Any Structural Hull Defect in material or workmanship which is reported within ten (10) years from the date of sale to the original purchaser will be repaired or replaced at Carrera Powerboats sole discretion. The "Hull" shall mean the single fiberglass molded shell, deck, and integral structural components. A Structural Hull Defect shall mean a substantial defect in the boat's hull which causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.
2. One-Year Limited Warranty on Gelcoat: Carrera Powerboats Warranted against stress cracks, air voids, and blisters for one year from purchase date. Warranty is limited to original owner. Will not cover damage due to misuse and Carrera Powerboats that are defective in factory materials and/or workmanship and are reported within one year from the date of sale to the original purchaser.

Transportation: There is no CARRERA POWERBOATS warranty for damages caused by the owner or during transport or trailering or lifting or dropping of vessel.

No warranty claims will be paid without prior approval.

EXCLUSIONS

This limited warranty does not apply to any boat which has been damaged by beaching, striking shoal, rocks or other hazards to navigation, allusion, collision, or any and all direct physical damage or impact to the hull or if the vessel sinks, or is submerged partially or completely, and/or salvaged or declared a total loss or constructive total loss for any reason not covered in this limited warranty, the CARRERA PWERBOATS LIMITED WARRANTY SHALL BE VOID AND OF NO FORCE OR EFFECT AND ALL IMPLIED WARRANTIES FOR FITNESS AND/OR MECHANABILITY SHALL ARE DECLARED TERMINATED AND THE PRESENT WARRNATY VOID. This warranty also does not apply to the following items:

(1) Expenses for hauling out, transportation to and from the dealer or the Carrera Powerboats factory for warranty service.

(2) Equipment or accessories which are not installed by CARRERA POWEROATS, or which carry their own individual warranties, including but not limited to engines, gears, generators, engine components, batteries, propellers, controls, steering mechanisms, and electronics.

(3) Damage, deterioration, discoloration or mold of cushions, cosmetic surface finishes, including discoloration, chalking, cracking, crazing, fading or oxidation of gel coat, stress lines, plated or painted metal and stainless-steel finishes, plastics or acrylic materials, or anti-fouling bottom paint.

(4) Windshield breakage and leakage.

(5) Any Carrera Powerboats boat initially sold at retail by a party other than an authorized Carrera Powerboats dealer.

(6) Damage resulting from abuse, misuse, improper rigging and installation by an owner or any other person or entity not being an authorized dealer, accidents, overloading or powering in excess of the recommended maximum horsepower.

(7) Failure of the owner to use, maintain, or store the boat; and any other failure to provide reasonable care and maintenance. Normal wear and tear maintenance items are excluded from warranty coverage including but not limited to filters, bulbs, batteries, bungees, anchor rope, trailer finishes, tires, brakes, bearings and lights.

(8) Any Carrera Powerboats boat which has been altered or modified from Carrera Powerboats factory specifications, including penetration of the hull by anyone other than Carrera Powerboats factory personnel or Carrera Powerboats authorized dealer service personnel following factory specified procedures.

(9) Improper use of a trailer, transport vehicle or improper placement of boat on supporting bunks or slings, straps, forklift, correct bunks placement and improper boat lift or sling.

(10) Any Carrera Powerboats boat used for commercial, military or police use which includes but is not limited to any for-profit uses, or other revenue-generating purposes.

(11) Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics.

(12) Any failure or defect caused by an act of nature or act of God or fire, resulting in damage, cost, or expense.

(13) Any failure or defect arising from a previous repair made by a non-authorized service provider.

(14) Any item exceeding the expressed coverage limits specified of this CARRERA POWERBOATS Ten-year WARRANTY, provided the same does not exceed the purchase price of the boat.

(15) Any defect or repair requiring redesign of the Boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction.

The following items are not warranted by Carrera Powerboats in any way, although the Customer may be entitled to certain warranties from the respective manufacturer of such items.

Engine, engine controls and harness

Trolling motors

Battery chargers

Navigation equipment

Batteries

Trailers and trailer accessories

Electronics/depth finders

Radios/stereos

Any damage caused by accident or resulting from alterations, abuse, commercial use, misuse or negligence of any Carrera Powerboats product. Use of a Carrera Powerboats Boat powered or loaded in excess of maximum limits as stated on the U.S. Coast Guard Capacity Plate in each boat is misuse and will result in cancellation of any warranty.

SOLE REMEDY

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CARRERA POWERBOATS FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE.

In keeping with environmental policies and practices, Carrera Powerboats reserves the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the product as of the date of the owner's claim. Acceptance of any product returned, or any refund provided by Carrera Powerboats shall not be deemed an admission that the product is defective. Products that are replaced become the property of Carrera Powerboats.

OTHER LIMITATIONS

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY CARRERA POWERBOATS ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. CARRERA POWERBOATS FURTHER DISCLAIMS ANY LIABILITY FOR

ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. TO THE EXTENT THE IMPLIED WARRANTY CANNOT BE DISCLAIMED, IT IS LIMITED TO THE SHORTER OF ONE YEAR FROM THE DATE OF DELIVERY TO THE FIRST RETAIL OWNER OR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW, NEITHER CARRERA POWERBOATS, NOR THE SELLING DEALER, SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

RETAIL CUSTOMERS IN THE EUROPEAN ECONOMIC AREA (EEA) MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. THE RETAIL CUSTOMER'S LEGAL RIGHTS UNDER ANY APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS SHALL NOT BE AFFECTED.

STATUTE OF LIMITATIONS

Any action for rescission or revocation against Carrera Powerboats shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant any consumer a right of rescission or revocation against Carrera Powerboats, where such right does not otherwise exist under applicable law. Some states may not allow the applicable statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail owner.

OWNER'S OBLIGATIONS

To initiate a warranty claim, it is the responsibility of the purchaser to contact an authorized Carrera Powerboats dealer immediately after discovery of any defect, describe the nature of the problem, and provide a hull serial number, date of purchase, and name of selling dealer. The authorized dealer will notify Carrera Powerboats, who is solely responsible for determining and authorizing in writing the remedial action(s) to be performed at either an authorized Carrera Powerboats dealership chosen by Carrera Powerboats or at the Carrera Powerboats factory. The purchaser should notify Carrera Powerboats of any boat being repaired by an authorized Carrera Powerboats dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt.

ASSIGNMENT OF COMPONENT WARRANTIES

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts on the boat (collectively "Component Manufacturers") are hereby assigned to the owner to the extent permitted by the Component Manufacturers, as the owner's sole and exclusive remedy with respect to such items.

REGISTRATION & WARRANTY TRANSFER POLICY

Carrera Powerboats may modify, improve or discontinue the design, specifications or models with respect to any Carrera Powerboats Boat at any time and will not be obligated to make any such changes in any boats previously manufactured. All terms of this warranty are serviceable, and the invalidity or enforceability of any portion hereof shall not affect the validity enforceability of the remaining provisions of this warranty.

MODIFICATIONS & SEVERABILITY

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of this vessel may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a management level employee of Carrera Powerboats. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.