

BOSTON WHALER ACCESSORY COMPONENTS LIMITED WARRANTY

Boston Whaler, Inc. ("Boston Whaler") provides the following Limited Warranty to the original retail owner of any factory-authorized accessory for the 2019 model year 13 Super Sport and 16 Super Sport, if purchased from an authorized Boston Whaler Dealer, authorized Boston Whaler website or any Boston Whaler affiliate and utilized under normal, non-commercial use ("Accessory"), subject to the remedies, exclusions, and limitations set out below.

One-Year Limited Warranty on Accessory Components: Boston Whaler will repair or replace, at its sole discretion, any Accessory that is defective in material or workmanship, which is reported within one (1) year from date of sale to the original purchaser. Boston Whaler is not responsible for any defect and/or damage to the Accessory and/or the boat caused by improper installation, whether performed by the retail consumer, dealer or any other third party. This warranty does not alter, amend, change or replace the terms, conditions and/or limitations of Boston Whaler's Limited Warranty on the hull or factory-installed components of any Boston Whaler boat. Please reference the owner's packet material supplied with your boat or www.bostonwhaler.com for a copy of the applicable Limited Warranty.

EXCLUSIONS

This warranty also does not apply to the following items:

- (1) Expenses for hauling out, transportation to and from the dealer or the Boston Whaler factory for warranty service.
- (2) Damage or deterioration of cosmetic surface finishes, including discoloration, chalking, blistering, 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.
- (3) Damage resulting from abuse, misuse, improper rigging and installation by the owner or any other person or entity not being an authorized dealer, accidents or overloading.
- (4) Failure of the owner to use, maintain, or store an Accessory in reasonable fashion; and any other failure to provide reasonable care and maintenance.
- (5) Any Accessory which has been altered or modified from Boston Whaler factory specifications.
- (6) Any failure or defect arising from a previous repair made by a non-authorized service provider.
- (7) Any Accessory not purchased from an authorized Boston Whaler Dealer, authorized Boston Whaler website, or authorized Boston Whaler affiliate. For a list of Boston Whaler's affiliates, please refer to www.brunswick.com.
- (8) Any Accessory used for commercial purposes, which includes but is not limited to, any for-profit or other revenue generating uses.

SOLE REMEDY

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS 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 BOSTON WHALER FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Boston Whaler 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 Boston Whaler shall not be deemed an admission that the product is defective. Products that are replaced become the property of Boston Whaler.

OTHER LIMITATIONS

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY BOSTON WHALER ON ANY ACCESSORY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. BOSTON WHALER 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 BOSTON WHALER, NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF THE BOAT OR THE ACCESSORY, 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. Information on authorized EEA dealers and EEA Privacy may be obtained by contacting Boston Whaler at www.bostonwhaler.com.

STATUTE OF LIMITATIONS

Any action for rescission or revocation against Boston Whaler 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 Boston Whaler, 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 Boston Whaler dealer immediately after discovery of any defect, describe the nature of the problem, and provide a hull serial number, date of purchase, proof of purchase of the accessory component and name of selling dealer. Our privacy policies are available at www.bostonwhaler.com.

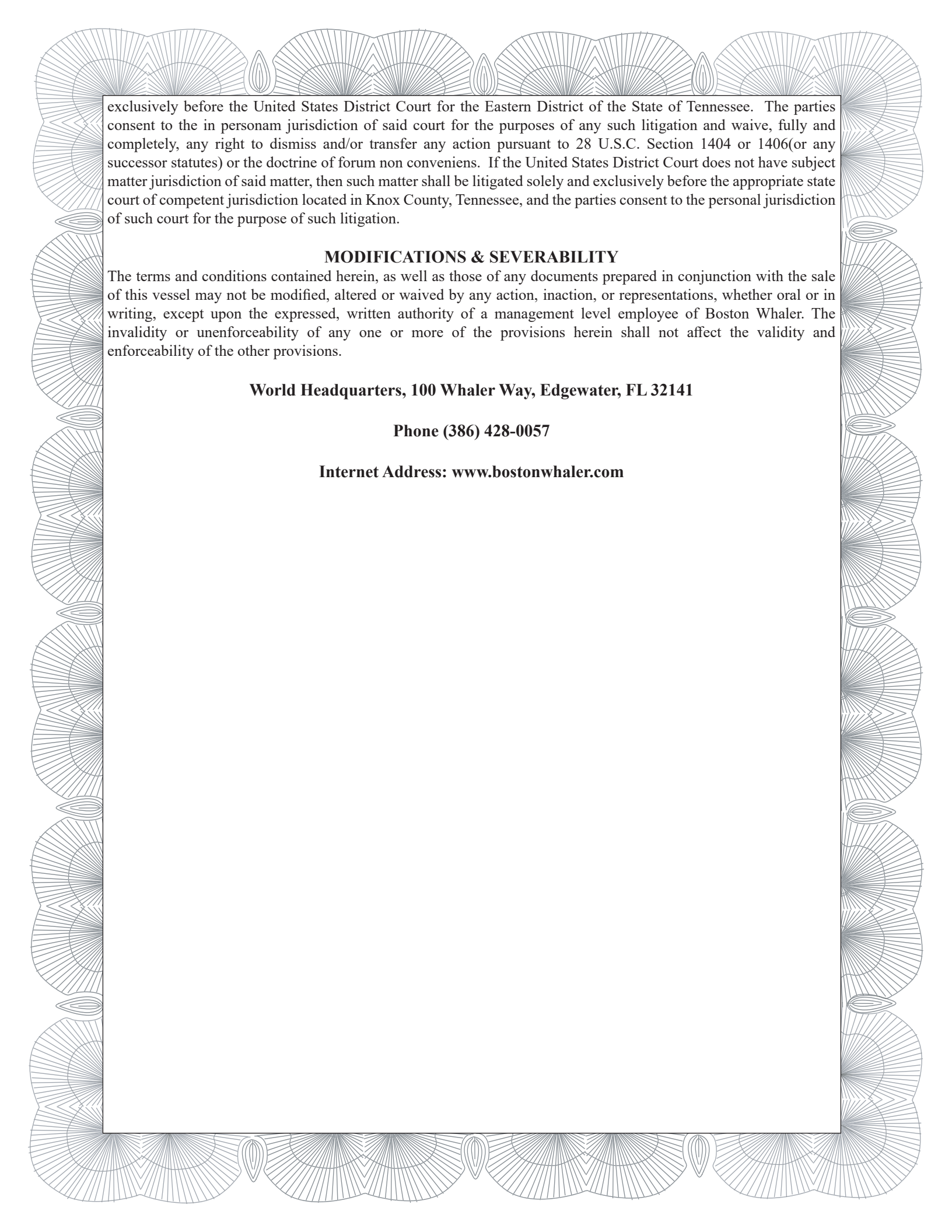
The original purchaser of any Accessory must maintain documentation that sufficiently demonstrates proof of purchase as evidence of this must be demonstrated at the time of any warranty claim.

WARRANTY TRANSFER POLICY

This limited warranty is not transferable to a subsequent owner.

LAW & VENUE

This Warranty shall be interpreted and construed according to and governed by the laws of the State of Tennessee, without regard to conflict of law principles. Venue for any and all disputes arising out of or related to this Warranty, including without limitation the interpretation, performance or breach of this Warranty, shall be solely and



exclusively before the United States District Court for the Eastern District of the State of Tennessee. The parties consent to the in personam jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406(or any successor statutes) or the doctrine of forum non conveniens. If the United States District Court does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Knox County, Tennessee, and the parties consent to the personal jurisdiction of such court for the purpose of such litigation.

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 Boston Whaler. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

World Headquarters, 100 Whaler Way, Edgewater, FL 32141

Phone (386) 428-0057

Internet Address: www.bostonwhaler.com