

NoWakie LLC
1208 Orange Camp Rd
DeLand, Fl 32724
www.NoWakie.com

NoWakie Warranty Information

NOWAKIE LLC PONTOON BOATS LIMITED LIFETIME WARRANTY

NoWakie LLC warrants that your boat was manufactured free of defects in materials and workmanship, to the extent stated herein.

This limited warranty is extended to the original retail purchaser and is subject to the following conditions:

A) FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF ORIGINAL PURCHASE THE PONTOON LOGS ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL RECOMMENDED USAGE AND WITH PROPER MAINTENANCE; AND

B) THAT, FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF ORIGINAL PURCHASE, AS LONG AS IT IS OWNED BY THE ORIGINAL PURCHASER, PONTOON LOG EXTERNAL WELDS ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL RECOMMENDED USAGE AND WITH PROPER MAINTENANCE.

C) FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF ORIGINAL PURCHASE THAT NOWAKIE HANDRAILS/GATES ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL RECOMMENDED USAGE AND WITH PROPER MAINTENANCE

D) PLASTIC MATERIALS WITHOUT A UV (ULTRA-VIOLET) ADDITIVE BREAK DOWN OVER TIME IN SUNLIGHT. ALL PLASTIC ON NOWAKIE BOATS CONTAIN A UV(ULTRA-VIOLET) ADDITIVE TO PROHIBIT BREAKDOWN IN SUNLIGHT OVER TIME, NOWAKIE RECOMMENDS THAT YOU KEEP YOUR NOWAKIE CRAFT COVERED WHEN NOT IN USE.

This limited warranty applies only to the portions of the boat manufactured by NoWakie, LLC. This limited warranty does not cover:

- A) Equipment and accessories manufactured by some other firms which carry their own individual warranties.
- B) Engines, outdrives, propellers and controls.
- C) Paint cracking, blistering, fading or peeling.
- D) Chrome-plated, anodized and aluminum finishes.
- E) The color-fastness of materials.
- F) Estimated performance characteristics including but not limited to speed, weight or fuel consumption.
- G) Damage or failure due to tears or fading of canvas, vinyl, upholstery, fabric/trim, plastics & zippers.
- H) A boat which is used commercially, used for racing or used in service other than the private pleasure of the owner, including boats registered by business entities or multiple persons (not including husband and wife).
- I) Ordinary wear and tear.

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- J) Welds on anodized rails.
- K) Galvanic or stray current corrosion.

For this warranty to be valid, the owner must take delivery from either NoWakie, LLC direct or specific dealership or company store location specified by NoWakie.

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Instructions to Dealer

Please complete these steps prior to finalization of the sale.

1. Review the terms of this Express Written Limited Warranty with the consumer prior to signing of purchase agreement.
2. Obtain signature of consumer(s) acknowledging review and receipt of this Express Written Limited Warranty and all information included in owner's packet in space provided on reverse.
3. Remove signature section at dotted line above.
4. Retain copy of warranty receipt with consumer file.

This warranty is void with respect to any part or component otherwise covered by this warranty if the boat component or part is abused, misused or damaged as a result of unreasonable use while in the possession of the owner (including failure to provide reasonable and necessary maintenance) and, in addition, this warranty is void and shall not apply nor cover any component or part of any NoWakie® product after it has been in any manner altered, modified, neglected, vandalized, improperly trailered, has been involved in an accident, has been overpowered according to the maximum recommended horsepower. NoWakie is designed specifically for use with MOTORS UP TO 15HP, if any covered product or part has been repaired or replaced with non-recommended, non-NoWakie parts or products; NoWakie warranty is null and void.

In the event of defect or failure to conform to this limited warranty, the owner shall notify NoWakie or his/her purchasing dealer and describe in detail or setting forth in writing the specific nature of the defect or failure. NoWakie, LLC or the purchasing dealer will promptly contact the owner to inform him/her whether the repair must be made at the purchasing dealer's location, a factory authorized repair center or at the NoWakie factory. In the event repair must be made at the purchasing dealer's location, a factory authorized repair center or at the NoWakie factory, transportation to and from the applicable repair center shall be at the owner's expense and not at the expense of NoWakie. NoWakie shall have the absolute and sole discretion to select the appropriate location for the repairs and method of repair in accordance with the terms and conditions of the applicable warranty. All service repairs covered by this warranty and authorized by NoWakie must be performed at the authorized dealership or company store as determined by NoWakie in its sole and absolute discretion. NoWakie will commence repairs promptly after delivery of the boat and proceed with such repairs in a commercially reasonable manner and shall use its best efforts to complete the repairs within a reasonable time thereafter. NoWakie, LLC will have no responsibility for towing, road service charges or any other transportation charges.

UNDER THIS LIMITED WARRANTY, THE OBLIGATION OF NOWAKIE IS LIMITED TO THE REPAIR OR, AT THE OPTION OF NOWAKIE, REPLACEMENT OF PARTS OR EQUIPMENT WHICH ARE DETERMINED TO BE DEFECTIVE AND NOWAKIE WILL HAVE NO OBLIGATION AND THE OWNER WILL HAVE NO REMEDY AGAINST NOWAKIE FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN AND SHALL NOT BE ENTITLED TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES, DIRECTOR INDIRECT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF TIME, BOAT PAYMENTS, INTEREST, STORAGE AND SLIP FEES, INSURANCE, POSTAGE, AFTER-MARKET GOODS, DEPRECIATION OF VALUE DUE TO AGE, COURT COSTS AND EXPENSES,

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ATTORNEYS' FEES, INJURY TO PERSON OR PROPERTY OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS FROM ANY CAUSE WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE OWNER.

If there is any dispute between the parties with respect to the application or interpretation of this Limited Warranty, all parties agree that the exclusive remedy for determining such dispute, regardless of its nature,

shall be by arbitration in accordance with the then most-applicable commercial arbitration rules of the American Arbitration Association. All parties agree that the location of the arbitration shall be in Orange County Florida. The prevailing party shall be entitled to reimbursement from the other party of all of the prevailing party's costs including, but not limited to, arbitrator's compensation, expenses and attorney's fees. All awards may be filed with the clerk of one or more courts, state or federal, as a basis for declaratory or other judgment and the issuance of execution.

NOWAKIE reserves the right to make changes in design and changes or improvements upon its product at any time, including during a product year, without imposing any obligation upon itself to alter any of its products which were previously manufactured. It is the responsibility of the owner or any operator of this boat to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating and boating safety. The owner or any operator of this boat should take a Coast Guard Auxiliary course in boating and boating safety before operation of this boat and should be completely familiar with all systems regarding safe operation of this boat. NOWAKIE boats contain flotation material. However, there is no boat that is unsinkable. Personal flotation devices should be worn by each passenger in accordance with U.S. Coast Guard standards.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY AND IS SPECIFICALLY IN LIEU OF, WITHOUT LIMITING THE FOREGOING LANGUAGE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE OWNER.

The warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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I (we) acknowledge that I (we) have received and had the opportunity to review a written copy of the terms of the Express Written Limited Warranty and all information provided by NoWakie, L. L. C. in the owner's packet and have been offered instructions by the dealer on the proper operation of the equipment. I (we) accept the terms and conditions of the Express Written Limited Warranty.

Serial Number: _____

Purchaser: _____

Date: _____

Purchaser: _____

Date: _____

Dealer: _____

Date: _____