

BARR MARINE BY EDM LIMITED PRODUCT WARRANTY

1. **Warranty.** Pursuant to the terms and conditions and exclusions herein, Barr Marine by EDM, 100 Douglas Way, P.O. Box 190, Natural Bridge Station, Virginia 24579 (“Barr Marine”), warrants that its marine propulsion engine, factory installed accessories 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.** Barr Marine 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 Barr Marine 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 Barr Marine, determined in sole opinion by Barr Marine to be defective, Barr Marine shall repair, or at its sole option, provide either a new or rebuilt replacement of equivalent quality. Barr Marine shall have the sole discretion to determine whether the replacement, if provided, shall be a new or rebuilt replacement. Barr Marine’s sole obligation under this Limited Product Warranty is limited only to the foregoing obligations and exclusions as stated herein. The Limited Product Warranty shall only be available to Customers who complete and properly fill out and deliver to Barr Marine an authorized Barr Marine Warranty Registration card within ten (10) days of purchase of the Product as set forth herein.

3. **Customer.** This Limited Product Warranty is extended only to the original retail purchaser of a boat in which a Product has been installed pursuant to Barr Marine’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 (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 Barr Marine. 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, punitive and/or consequential damages, including, but not limited to, storage charges, attorney fees, 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 Barr Marine to be damaged from the failure of any of such items.
- (e) Product failure as determined solely by Barr Marine 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 Barr Marine 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 Barr Marine to be beyond the scope of this Limited Product Warranty.
- (j) Use of parts other than Barr Marine parts (or parts authorized by Barr Marine) and the use of labor other than Barr Marine labor (or labor authorized by Barr Marine) 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 Barr Marine 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 Barr Marine to be caused by excessive cranking, condensation or submersion.
- (n) Defects to the Product as determined solely by Barr Marine 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 Barr Marine 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 Barr Marine 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 Barr Marine to be caused by servicing errors made by the Customer or by any servicing dealer/mechanic not approved or authorized by Barr Marine.
- (r) Product warranty claims that Barr Marine in its sole opinion determines are not due or traceable to material defects in material or workmanship of the Product; or
- (s) Delivery fees, including but not limited to, air freight, next-day or second-day air, or any special delivery fee or expense unless authorized by Barr Marine prior to ordering of parts and **prior to any work or service provided by Barr Marine pursuant to this warranty, including but not limited to its ordering of parts.**

5. **Inspection and Testing of Product.** Certain parts of the Product may be tested upon receipt by Barr Marine. Such parts of the Product found to be free of defects in Barr Marine's sole opinion will be returned to the Customer at Customer's expense and no credit will be issued to the Customer. Barr Marine 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 for the Product:

- (i) A period of twenty-four (24) 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 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 shorter 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, the Customer shall complete and deliver the Barr Marine Warranty Registration Card to Barr Marine; or Indmar Products Co. If the Barr Marine Warranty Registration Card is not completed and delivered as set forth herein the Product will be excluded from all warranties set forth herein. In addition to other requirements set forth herein, no warranty claim will be honored without Barr Marine's prior timely receipt of a completed Barr Marine Warranty Registration Card. In the case of a warranty transfer to a subsequent owner, the new owner's information along with a check for \$50.00 made payable to "Barr Marine Warranty Transfer" must be sent to Barr Marine within 10 days of the transfer. No transfer shall be effective or valid unless and until approved by Barr Marine in its sole discretion. 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 Barr Marine authorized dealer. To obtain the location of an authorized Barr Marine dealer or service center in your area, write to Barr Marine requesting such information or visit www.barrmarine.net. In the event that the local authorized Barr Marine 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 Barr Marine at 100 Douglas Way, P.O. Box 190, Natural Bridge Station, Virginia 24579 with any and all freight and insurance charges prepaid. All insurance and freight charges and return charges incurred by Barr Marine for delivery of the Product (or its new or rebuilt replacement) to the retail purchaser shall be paid by such purchaser. 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 Barr Marine in effect at the date of purchase. A schedule of service rates of Barr Marine may be obtained from any authorized Barr Marine dealer.

8. **Trade Accessories.** Barr Marine makes no warranty of any character with respect to any and all trade accessories not manufactured by Barr Marine or **not installed by Barr Marine or pursuant to Barr Marine's written authority.**

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 in Barr Marine's sole determination;
- (b) When the Product is serviced by any individual or entity not authorized or approved in writing by Barr Marine; or
- (c) When damage to the Product results from cases not arising from defects in material and/or workmanship in Barr Marine's sole determination.

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

Barr Marine by EDM
100 Douglas Way
P.O. Box 190
Natural Bridge Station, VA 24579

11. **Warranty Claims Made Outside the United States.** In the event that **Barr Marine fulfills** a warranty claim outside the United States **pursuant to this Limited Product Warranty, the Customer shall be solely responsible for any and all additional charges which Barr Marine may incur in order to fulfill its warranty obligations outside the United States.** Barr Marine will not provide warranty coverage on any **Product** sold outside the United States unless the **warranty work or**

service is performed by a marine technician certified by a major inboard or sterndrive marine engine manufacturer **approved and authorized in writing by Barr Marine**.

12. Limitation. THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY BARR MARINE. BARR MARINE DOES NOT MAKE ANY OTHER WARRANTIES EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BARR MARINE 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 BARR MARINE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DEVELOPMENT, DELIVERY, USE OR PERFORMANCE OF THE PRODUCT. IN ANY EVENT, THE LIABILITY OF BARR MARINE 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.

BARR MARINE 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 BARR MARINE 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.

Any/all litigation under this Warranty or arising out of the Product must be filed within the state of Virginia, County of Rockbridge.