



# INSHORE/OFFSHORE BOATS LIMITED LIFETIME WARRANTY

## INSTRUCTIONS TO DEALER

Please complete these steps prior to finalization of the sale.

1. Review the terms of this Limited Warranty with the purchaser prior to execution of the purchase agreement.
2. Review the owner's/operator's manual with the purchaser and point out the instructions on the proper operation and maintenance of the boat prior to delivery of the boat.
3. Provide the purchaser a copy of the Boat Safety/Information DVD.
4. Obtain the purchaser's signature in the space provided below, acknowledging review and receipt of this Limited Warranty and all information included in the owner's packet.
5. Retain copy of signed warranty statement with the purchaser's file.

**Note to Purchaser:** If prescribed by the law of your state, your signature in the space provided below is for product registration purposes and failure to sign below will not diminish your warranty rights under this Limited Warranty.

### 1. IDENTITY OF WARRANTOR.

This Limited Warranty on your Mako® boat is provided by the manufacturer, Tracker Marine, L.L.C., ("Mako"), subject to the terms and conditions set forth below. Tracker Marine, L.L.C.'s address is 2500 East Kearney Street, Springfield, Missouri, 65898.

### 2. WHAT IS COVERED, AND FOR HOW LONG?

Except as limited herein, this warranty covers parts and labor to correct certain defects in materials and workmanship for the portions of your boat manufactured or installed by Tracker Marine, as more specifically set forth as follows:

A) For five (5) years from the original date of purchase from a Mako dealer: Parts and labor for defects in materials and workmanship as to all other portions of the boat manufactured or installed by Tracker Marine (subject to normal recommended usage and maintenance), including but not limited to the following:

- (i) All electrical components;
- (ii) Live-wells and plumbing;
- (iii) Stereo, gauges, and switches;
- (iv) Console, windscreen and steering wheel;
- (v) Fishing seats;
- (vi) Steering system components;
- (vii) Marine grade vinyl; and
- (viii) Fuel system.

B) For the life of the boat (as long as it is owned by the original retail purchaser): Parts and labor for defects in materials and workmanship solely as to the following items (subject to normal recommended usage and maintenance):

- (i) Hull;
- (ii) Interior stringers;
- (iii) Transom.

C) For three (3) years from the original date of purchase from a Mako dealer: Parts and labor for defects in materials and workmanship solely as to the following items (subject to normal recommended usage and maintenance):

- (i) Gelcoat finish; involving stress cracks, air voids, and/or blisters.

### 3. WHO MAY ENFORCE THIS WARRANTY?

Except as set forth below, this warranty is extended only to the original retail purchaser, and only if the original purchaser has signed this warranty in the space provided below when the boat is purchased through a Mako dealer (unless such signature requirement is prohibited by the law of the original retail purchaser's state).

A second owner may enforce the warranty coverage under clause 2.A) above if the warranty has been transferred to second owner during the first five (5) years of such warranty coverage; and

A second owner may enforce the warranty coverage under clause 2.B) above if the warranty has been transferred to the second owner during the first ten (10) years of the warranty period for such coverage for a maximum of ten (10) years from date of purchase by original purchaser;

A second owner may not enforce the warranty coverage under clause 2.C) above under any circumstances; and

Provided that for all applicable cases the second owner may enforce such warranty coverage only if all of the following conditions are also met: (i) the transfer is requested by the second owner and approved by Tracker Marine; (ii) the boat is brought to an authorized Mako dealer for inspection within 30 days of purchase by the second owner; and (iii) a transfer fee of \$100.00 is paid to Tracker Marine. The transfer request must be made in writing and mailed to Tracker Marine Warranty Transfer, 2500 East Kearney Street, Springfield, Missouri 65898, within 30 days of purchase by the second owner. Please visit [www.trackerboats.com](http://www.trackerboats.com) to locate the authorized Mako dealers closest to you.

Except as set forth above, this warranty is personal to the original retail purchaser (and an approved second owner, if any, for the warranty coverage under clause 2.C) above), and is not transferable.

### 4. WHAT IS NOT COVERED?

This warranty applies only to the portions of the boat manufactured or installed by Tracker Marine. This warranty is void if the boat is ever used commercially, for racing, or for any service other than the private pleasure of the owner, including if the boat is registered by a business entity or multiple persons. (Lawfully married persons are exempt from this exclusion). This warranty is also void if the boat is repossessed, or ownership of the boat is otherwise transferred to, a secured party at any time. In addition, this warranty does not cover:



- A) Ordinary wear and tear.
- B) Defects resulting from improper usage or neglect (including abuse or misuse) not in compliance with Mako's maintenance and care instructions, including but not limited to failure to comply with safety procedures, improper use of the trailer, and improper operation of the boat. For care and maintenance instructions, please visit <http://www.trackerboats.com/warranty>.
- C) Defects resulting from failure to provide routine maintenance in accordance with Mako's maintenance and care instructions.
- D) Engines, outdrives, propellers and controls.
- E) Batteries.
- F) Colorfastness of materials caused by overexposure to the sun or improper covering and storage of the boat.
- G) Windshield breakage.
- H) Estimated performance characteristics, including but not limited to speed, weight or fuel consumption.
  - I) Tears, rips, snags, or similar damage or failure of canvas, vinyl, floor coverings, upholstery, fabric, trim pieces, plastics or zippers.
  - J) Galvanic or stray current corrosion, or corrosion caused by salt water.
  - K) Chrome-plated, anodized and aluminum finishes.

This warranty is void with respect to any part or component that has been altered, modified, neglected, vandalized, improperly trailered, involved in an accident, overpowered according to the maximum recommended engine horsepower on the capacity information plate, repaired or replaced with non-Mako parts or products, or repaired or replaced in a manner out of compliance with Mako's maintenance and care instructions or other specifications.

## 5. HOW TO REQUEST WARRANTY SERVICE.

To request service under this warranty, take your boat during the applicable warranty period to any authorized Mako dealer, and describe in detail or set forth in writing the specific nature of the perceived defect. Please visit [www.trackerboats.com](http://www.trackerboats.com) for a current listing of all authorized Mako dealers. If qualifying for service under this warranty, the dealer will inform you whether the repair work will be performed at the dealer's location, at a Mako-authorized repair center, or at the Mako factory. Tracker Marine shall have the absolute and sole discretion to select the appropriate location for the warranty work and method of repair. All costs associated with transporting your boat to the authorized Mako dealer's location to request warranty service (and transporting the boat back to its home thereafter) are your sole responsibility.

## 6. WHAT WILL WE DO?

For any defect qualifying for service under this warranty, Tracker Marine will elect (in our sole and absolute discretion) to either repair or replace the defective part or component.

## 7. OTHER LIMITATIONS.

THE OBLIGATIONS OF TRACKER MARINE UNDER THIS WARRANTY ARE LIMITED TO THE REPAIR OR, AT THE OPTION OF TRACKER MARINE, REPLACEMENT OF PARTS OR EQUIPMENT THAT ARE DETERMINED BY TRACKER MARINE TO BE DEFECTIVE. TRACKER MARINE WILL HAVE NO OBLIGATION AND YOU WILL HAVE NO REMEDY AGAINST TRACKER MARINE FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN. YOU SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES (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, ATTORNEYS' FEES, INJURY TO PERSON OR PROPERTY). SOME STATES DO NOT ALLOW ONE OR MORE OF THESE LIMITATIONS, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD UNDER THIS WARRANTY.

## 8. SAFETY.

It is your responsibility (as well as the responsibility of any other operator of this boat) to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating and boating safety. You and any other 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. Mako boats contain flotation material; however, no boat is unsinkable. Personal flotation devices should be worn by each passenger in accordance with U.S. Coast Guard standards.

## 9. DISPUTE RESOLUTION.

TRACKER MARINE'S GOAL IS TO RESOLVE ANY WARRANTY ISSUE AS QUICKLY AND FAIRLY AS POSSIBLE. PLEASE CONTACT US AT (800) 778-7879 IN THE EVENT YOU HAVE ANY QUESTIONS ABOUT THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THIS WARRANTY. THE PROCEDURE TO HAVE YOUR WARRANTY ISSUE RESOLVED IS SET FORTH ABOVE. IN THE EVENT THE MAKO DEALER CANNOT REMEDY THE DEFECT WITHIN A REASONABLE TIME, YOU AGREE TO WRITE US AT TRACKER MARINE L.L.C. CUSTOMER SERVICE, 2500 EAST KEARNEY STREET, SPRINGFIELD, MISSOURI 65898, AND EXPLAIN THE ISSUE. IF MAKO'S RESPONSE TO YOUR WRITTEN EXPLANATION OF THE ISSUE IS NOT TO YOUR SATISFACTION, YOU AGREE THAT THE FOLLOWING BINDING ARBITRATION WILL APPLY.

## BINDING ARBITRATION

- a) You and **Tracker Marine** agree to submit all disputes, claims, or controversies of any kind arising out or relating to this warranty and/or your purchase of a **Mako** boat for resolution exclusively through binding arbitration. You should review this provision carefully. This arbitration provision limits your and our ability to litigate claims in court. You and we each agree to waive your and our respective rights to a jury trial; ANY RIGHT TO A TRIAL BY JURY, WHETHER ON AN INDIVIDUAL OR A CLASS BASIS, IS HEREBY WAIVED. Any arbitration under this provision shall take place on an individual basis; class arbitrations and class actions are not permitted. You will not have the right to participate as a class representative, private attorney general, or member of any class of claimants for any claim subject to arbitration. A claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with the arbitration proceedings between you and us. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator in accordance with this arbitration provision.
- b) Arbitration is usually an informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence at a hearing and then issue a binding ruling in the form of an award. You and we understand that in an arbitration, discovery is more limited than in a court, and review by courts is very limited.
- c) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (a "Notice"). Any Notice to us should be addressed to General Counsel, Tracker Marine, 2500 East Kearney Street, Springfield, MO, 65898 (the "Notice Address"). Any Notice must (i) describe the nature and basis of the dispute, claim, or controversy and (ii) set forth the specific relief sought. If you and we do not reach an agreement to resolve the dispute, claim, or controversy within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or we shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.
- d) You and we agree, upon written demand made by you or us, to submit to binding arbitration of any and all disputes, claims, and controversies between you and us, whether based on statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to this warranty and/or your purchase of a Mako boat, including contract disputes, tort claims, fraud claims and fraud-in-the-inducement claims, misrepresentation, statutory claims and/or regulatory claims arising out of or relating to your Mako product or this warranty (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this warranty or this arbitration provision), or the scope or enforceability of this warranty, including the determination of the applicability of this agreement to arbitrate, and/or any other relationship or dispute between the parties (collectively, "Claims"). All parties retain the right to seek relief in a small claims court for Claims within the jurisdictional limits of the small claims court. The arbitration of any Claim shall be conducted by the American Arbitration Association (the "AAA")



or any other arbitrator mutually agreed upon by you and us. In any event, the arbitration of any Claim shall be conducted in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Rules"). The Rules are available online at [www.adr.org](http://www.adr.org) or by calling 800.778.7879. In the event of any inconsistency between this arbitration provision and the Rules, such inconsistency shall be resolved in favor of this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation, and enforceability of this warranty, notwithstanding any other choice of law provision contained in this warranty.

- e) After the 30-day period in paragraph c) above has expired, either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. We may be given notice at the Notice Address.
- f) A panel of no less than three (3) arbitrators shall decide all Claims. The arbitrators shall be active members in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge.
- g) You and we agree that the arbitrators shall: (i) limit discovery to non-privileged matters directly relevant to the Claim; (ii) grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (iii) have authority to grant relief only with respect to Claims asserted by or against you individually; and (iv) provide a written statement stating the disposition of each Claim and a concise written explanation of the basis for the award and shall make specific findings of fact and conclusions of law to support any arbitration award. Unless inconsistent with applicable law, and except as otherwise provided herein, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. We will pay to the AAA any portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. If you are unable to pay the filing fee, we will pay it directly upon receiving a written request. We will pay all of the remaining administration fees and other costs, including the arbitrator's fees, for any non-frivolous Claim (measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure) that does not exceed \$15,000. For all other Claims, the arbitrators will decide whether we or you will ultimately be responsible for paying any fees or other costs in connection with the arbitration under the Rules. Any arbitration proceedings shall be conducted in the federal judicial district of your residence, and you will be given the opportunity to attend the proceeding and be heard. If your Claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrators, through a telephonic hearing, or by an in-person hearing in accordance with the Rules. Judgment upon any award rendered in arbitration may be entered in any court having competent jurisdiction.
- h) Demand for arbitration under this arbitration provision must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim is also barred in arbitration.

Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with this arbitration provision.

- i) Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action or seeking enforcement of intellectual property rights. You and we agree that the taking of these actions or any other participation in such litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us.
- j) You may choose to opt out of these arbitration procedures within 30 days from the date you purchase your Mako product ("Opt Out Deadline"). You may opt out of these arbitration procedures by completing the opt-out form located at [www.trackerboats.com/arbitrationoptout](http://www.trackerboats.com/arbitrationoptout) and sending the opt-out form by U.S. first-class mail, postage prepaid, to the following notice address: Tracker Marine L.L.C. Customer Service, Attn: Arbitration Director, Tracker Marine, 2500 East Kearney Street, Springfield, Missouri 65898. Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your Claims in arbitration or small claims court.
- k) If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable.

**10. CHOICE OF LAW; JURISDICTION AND VENUE**

Except as set forth in clause 9. above, this warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the state of Delaware without reference to the choice of law or conflicts of law principles thereof, and all claims relating to or arising out of this warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the state of Delaware without reference to the choice of law or conflicts of law principles thereof.

To the extent any action is permitted under clause 9. above to be heard in a court of competent jurisdiction, such action shall take place in the state or federal courts sitting in Kent County, Delaware, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by Delaware law.

**11. OTHER NOTES.**

Tracker Marine reserves the right to make changes in design of its products, and changes or improvements to its products, at any time, including during a product year, without imposing any obligation upon Tracker Marine to alter any of its products that were previously manufactured.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

**I (we) acknowledge that I (we) have received and had the opportunity to review a written copy of the terms of this Limited Warranty and all information provided by Tracker Marine. in the owner's packet, and have been offered instructions by the dealer on the proper operation and maintenance of the boat. I (we) accept the terms and conditions of this Limited Warranty.**

Serial Number: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Manual \_\_\_\_\_

Boat Safety DVD \_\_\_\_\_ **Check boxes & initial**

