

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 AAA's Consumer Arbitration Rules (the "Rules"). The Rules are available online at 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 finding 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 and sending the opt-out form by U.S. first-class mail, postage prepaid, to the following notice address: White River Marine Group L.L.C. Customer Service, Attn: Arbitration Director, White River Marine Group, 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.

White River Marine Group 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 White River Marine Group 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 **White River Marine Group** 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: _____

Owner's Manual _____ Check box & initial

Purchaser: _____

Date: _____

Purchaser: _____

Date: _____

Dealer: _____

Date: _____

