

## **Warranty Statements**

### **Ilmor Marine, LLC Limited Warranty**

#### **Model Year 2023 –ALL ENGINES**

This limited warranty applies to each Ilmor Marine engine and powertrain system (the “Ilmor Products”) purchased from Ilmor Marine, LLC (“Ilmor”) or its authorized dealers and distributors. Please read this document carefully as it describes what is covered by your Ilmor limited warranty, the procedures required to initiate your warranty coverage, the exclusions from coverage and warranty limitations.

#### ***Limited Warranty Coverage***

Subject to the exclusions and limitations below, Ilmor warrants that all Ilmor Products purchased from Ilmor or its authorized dealers and distributors will be free from defects in material and workmanship under normal use, operation, and maintenance for the duration set forth on the Ilmor Warranty Chart for the particular Ilmor Products. A copy of the Warranty Chart is available at <https://www.ilmor.com/Resources/Warranties-Manuals> or from your authorized Ilmor Service Center.

#### ***Special Limited Corrosion Warranty Coverage for One-Drive® Sterndrive Systems***

Subject to the limitations and exclusions below, Ilmor warrants that each new engine, transom shield, and sterndrive sold in a One-Drive® package will not fail mechanically as a direct result of corrosion for a period of four (4) years. Surface rust and/or other cosmetic corrosion that does not affect mechanical operation of the Ilmor Products in the One-Drive package are excluded from the Limited Corrosion Warranty Coverage.

#### ***Warranty Commencement and Obligations***

The above warranties shall commence from the date of purchase by a recreational retail purchaser. In the event that the Ilmor Products are used in conjunction with a demonstrator or boat show display, the warranties begin from the earlier of (i) the date of delivery to the retail purchaser or (ii) such time as the boat installed with the Ilmor Products completes more than fifty hours of use (regardless of the source of such use). The repair or replacement of parts or the performance of services by Ilmor or its dealers or distributors during or after the warranty period will not extend the term of this warranty beyond the warranty period in the Ilmor Warranty Chart or as provided above for Limited Corrosion Warranty coverage. Ilmor’s sole and exclusive obligation under the above warranties is limited to (i) repairing or replacing the defective Ilmor Products using new or Ilmor certified re-manufactured parts or (ii) refunding the purchase price of the Ilmor Products, at Ilmor’s sole option. Ilmor reserves the right to improve or modify Ilmor Products from time to time without assuming any obligation to modify products previously manufactured.

#### ***Warranty Registration and Transfer***

Ilmor warranty coverage is available only to users who have properly registered their Ilmor Products with Ilmor and to those Ilmor Products for which full payment has been received by Ilmor or its Sales and Service Center. In order to give effect to this limited warranty, your Ilmor Sales and Service Center must register online at the warranty registration page of Ilmor’s dealer portal (Pit Lane) within thirty (30) days of delivery.

Warranty coverage begins either at the time of purchase or first use in service (as provided above) but warranty claims will not be processed until your Ilmor Products are registered with Ilmor.

The Ilmor limited warranty is only extended to you as the first buyer/owner of the Ilmor Products. If you sell or transfer your ownership of the Ilmor Products, you may transfer your coverage under the Ilmor limited warranty, provided that your Ilmor Product was registered with Ilmor prior to the sale or transfer.

All warranty transfers must be registered by an authorized Ilmor Sales and Service Center. As part of the transfer registration process you will be required to do the following:

- (i) Within 30-days of the sale or transfer of the boat, and at the current owner's or buyer's expense, take the boat containing the Ilmor Products to an Ilmor Sales and Service Center for Warranty Transfer inspection and service.
- (ii) Provide all service and maintenance records to the Ilmor Sales and Service Center as outlined in the Engine Owner's Manual
- (iii) Provide the name, address and telephone number of the transferee and a copy of the Bill of Sale or purchase agreement to the Ilmor Sales and Service Center representative.
- (iv) **Pay the \$650 USD transfer fee (MasterCraft ONLY)** to the Ilmor Sales and Service Center.
- (v) **Pay the \$50 USD transfer fee (All other products)** to the Ilmor Sales and Service Center.

Upon completion of the above, the Ilmor Sales and Service Center will authorize the warranty transfer.

Ilmor reserves the right to reject the transfer of warranty coverage if the inspection results indicate misuse, damage, or lack of proper maintenance of the Ilmor Products.

Warranty claims by subsequent owners will not be processed until the transfer of the Ilmor Products is registered with Ilmor. Any authorized transfer of the warranty will not extend the warranty term beyond its original duration.

If you are the second or subsequent owner of the Ilmor Products, you may transfer only the remaining Ilmor limited warranty coverage.

### ***Warranty Claims Procedure***

In the event that you discover a defect in material or workmanship covered by this warranty or otherwise experience a failure of your Ilmor Products during the warranty period, you must promptly discontinue use of the Ilmor Products, as applicable, and deliver it to an Ilmor dealer authorized to service the product. A list of authorized Ilmor dealers is located at [www.ilmor.com](http://www.ilmor.com). You are solely responsible for transporting your Ilmor Products to a designated service facility. Proof of registered ownership and warranty registration verification must be presented prior to any request for warranty service in order to obtain coverage.

Upon ownership and warranty verification, Ilmor and/or the authorized dealer shall thereafter investigate the possible defect or failure in order to determine whether coverage under this limited warranty exists. Ilmor's accepted method of testing shall be determinative of the existence of any defect or failure which may be covered by this limited warranty. Ilmor reserves the right to retrieve data from the Ilmor Products Engine Control Module prior to granting warranty coverage and in determining warranty eligibility. If Ilmor or its authorized dealer determines that your Ilmor Products are eligible for warranty work, Ilmor shall be responsible for the cost of repairing or replacing the defective product or component. If it is determined that warranty coverage is not available, you will be responsible for all labor, material and other expenses associated with the service.

### ***Warranty Exclusions***

Ilmor's limited warranty requires that the product is used and maintained in accordance with the Owner's Manual, or the warranty may be void. In addition, the warranty does not apply under the conditions listed below. You are solely responsible for:

- (a) Damage due to failure to use and/or service Ilmor Products in accordance with instructions in manuals and instruction sheets furnished by Ilmor both at the time of delivery and thereafter with

regard to installation, operation and safety, including failure to break the engine and powertrain inappropriately, damage and deterioration caused by lack of maintenance, both scheduled and otherwise, lack of or improper service, excess damage that would have been discovered by required maintenance, abuse or neglect, misuse, mishandling and lack of or dilution of lubricants or fluids;

- (b) Damages due to use of the Ilmor Products after incorporation of any part, product, accessory or component that is not manufactured, approved or specified by Ilmor including service items, lubricants, sealants, filters or electronic or mechanical parts unless such modification or use of parts is requested and approved by Ilmor in writing prior to use or any alteration or removal of parts or components supplied with your Ilmor Products and the repair or service of the Ilmor Products by a dealer not approved or authorized by Ilmor.
- (c) Defects to the electrical system determined by Ilmor to be caused by excessive cranking, condensation, overloading the circuit, reverse electrical polarity, connection to improper shore power systems, or submersion;
- (d) Damage caused by operating open-cooled engines in salt water and/or brackish water, damage caused by improper maintenance on salt water engines in salt water and/or brackish water, or by modifying or removing cooling system content when transferring vessels between fresh and salt water operations, unless otherwise approved by Ilmor in writing; including damage that is the result of rust, corrosion, or water entry through the intake or exhaust system;
- (e) Failure to operate the Ilmor Products in their recommended full-throttle RPM range due to improper gear ratio, propeller size or operation with a broken or badly damaged propeller
- (f) Operation with fuels, oils or lubricants which are not suitable for use with the product, water entering the engine through the fuel intake, air intake or exhaust system, or damage to the product from insufficient cooling water caused by blockage of the cooling system by a foreign body, running the engine out of water, or running the boat with the engine trimmed out too far; damage due to the use of improper fuel including, incorrect octane level, ethanol level exceeding 10%, poor quality or contaminated fuel or consequences of any modification, alteration or interference with any emissions or fuel limit adjustments
- (g) Failure to operate the Ilmor Products in a safe and proper manner at any time or any abnormal operation of the Ilmor Products and/or the continued operation of the Products after an engine malfunction lamp or the alarm has illuminated or sounded;
- (h) Accident damage, submersion of the engine or transmission, damage due to adverse environmental conditions including, fire, explosion, storm, freezing, excess exposure to sunlight or damage resulting from running aground, or resulting from sand, debris or any foreign material being drawn into the water pump and components;
- (i) Damage caused during shipment, towing or docking, impact, the operation of the boat in water of insufficient depth or any other condition beyond the control of Ilmor. Damage caused as a result of prolonged or improper storage or winterization;
- (j) Improper installation (proper installation specifications and techniques are set forth in the installation manuals provided with the Ilmor Products or may be obtained from Ilmor upon request); including damage caused by an inappropriate installation environment; mounting the

engine too high or too low on the transom, being connected to incompatible transmissions, drive systems, cooling water pick-ups, air induction systems, drive shafts, propellers, exhaust systems, exhaust or intake mufflers, and the like;

- (k) Any other damages to Ilmor Products which Ilmor, in its sole discretion, determines are not the result of defects in Ilmor Products material and workmanship;
- (l) Costs incurred from Travel or transportation to and from the servicing Sales and Service Center, product expense, towing, lodging or accommodation, storage costs, launching or haul out, fuel or lubricant usage, rental costs of any type, or other damage to the vessel not expressly covered by the warranty and expenses, including labor, associated with the removal and/or replacement of boat partitions, components or material caused by boat design for access to the Ilmor Products. Customer is responsible for transporting the Product to an authorized Sales and Service Center.
- (m) The use of any Ilmor powertrain for Racing of any form invalidates the warranty (both express and implied) immediately.
- (n) If the vessel has spent more than 5% of the total time at W.O.T. (Wide Open Throttle, 5500 RPM or Higher) it qualifies the vessel as heavy-duty use. This will therefore void any and all part warranties that have been both expressly stated or implied by Ilmor Marine, LLC.

Ilmor shall not be responsible for and this limited warranty does not cover reimbursement for normal maintenance, both scheduled and otherwise, including service items such as lubricants, fluids, consumables, return of product expense, towing, loss of time or income, lodging or accommodation, inconvenience charges, storage costs, launching or haul out, other damage to the vessel or Ilmor Products not expressly covered by this warranty and expenses, including labor, associated with the removal and/or replacement of boat partitions, components or material caused by boat design for access to the Ilmor Products.

No warranty coverage, including this limited warranty, is provided for commercial use of the Ilmor Products unless otherwise agreed upon by Ilmor in writing. Commercial use is defined as any work or employment-related use of the Ilmor Products or any income generating use of such products, even if such use is only occasional. Any commercial use will void this limited warranty.

This limited warranty does not cover the use of the Ilmor Products for boat racing or other competitive activity. Boat racing or other competitive activity using the Ilmor Products, at any point, even by a prior owner of the product, voids this limited warranty.

#### **Additional Warranty Limitations and Disclaimers**

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

**Except for the limited warranty above, Ilmor Products are sold “AS IS” without representation or warranty of any kind. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ILMOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.** In the event that your Ilmor Products are used for boat racing or similar activities, you acknowledge that (i) Ilmor Products are exposed to many and varied

conditions due to the manner in which they are installed and used; (ii) once installed or used, the user assumes all responsibility and liability arising from malfunction, damage or misuse of the parts and equipment, including risk of injury or death to user and others; (iii) users of racing parts and equipment must rely upon their own judgment as to the suitable use, service or installation of such parts and equipment; and (iv) boat racing is an inherently dangerous activity and users of the Ilmor Products for boat racing assume all risk of injury or death to users and others.

**AS A CONDITION TO YOUR DIRECT OR INDIRECT PURCHASE OF AN ILMOR PRODUCTS, YOU AGREE THAT IN NO EVENT SHALL ILMOR OR ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, INCLUDING DEALERS OR DISTRIBUTORS, BE LIABLE FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR INJURY OR LOSS OF LIFE, OR ANY CLAIM OF ANY KIND WHICH ARISES AT LAW OR IN EQUITY OR WHICH RESULTS FROM OR RELATES TO ILMOR PRODUCTS OR MERCHANDISE OR THEIR USE OR MISUSE; WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU SHALL NOT MAKE ANY SUCH CLAIM WHERE THE BASIS OF SUCH CLAIMED LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, AND STRICT LIABILITY), STATUTORY OR ANY OTHER LEGAL THEORY WHATSOEVER. ILMOR'S LIABILITY IN ALL EVENTS SHALL BE LIMITED TO EITHER THE REPAIR OR A REFUND OF THE PRODUCT PRICE FOR THE ILMOR PRODUCTS PURCHASED FROM ILMOR OR ITS AUTHORIZED DEALERS OR DISTRIBUTORS, IN ILMOR'S SOLE DISCRETION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

Notice to California customers: California customers must directly notify Ilmor in writing if the Ilmor products do not conform to applicable warranties and (a) the nonconformity is likely to cause death or serious bodily injury and has been subject to repair two (2) or more times, and/or (b) the nonconformity has been subject to repair four (4) or more times. California customers are hereby notified of the following provisions of California law: Cal. Civil Code Sec. 1793.22 and Cal. Civil Code Sec. 1793.2. Complete copies of these code sections are available upon request. Certain other limited warranties may apply to emissions under California air resources board regulations. Emissions related warranties are set forth in the operator's manual.

This limited warranty may create certain rights related to items ordered and shipped from a location in North Carolina. As a condition to your direct or indirect purchase of an Ilmor Products, you agree that North Carolina courts possess exclusive jurisdiction over any claims which arise out of or relate to this limited warranty, and you agree to bring any such claims not otherwise precluded by this limited warranty in a North Carolina court of competent jurisdiction within twenty-four (24) months of the date that warranty registration was first verified.

No individual or entity, including Ilmor, authorized dealers and distributors, has been given authority by Ilmor to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against Ilmor.