

THRILLER POWERBOATS WARRANTY CERTIFICATE

Thriller Powerboats (the "Company") warrants to the original retail buyer that it will either, at its sole option, repair or replace the hull of the vessel purchased if the hull is determined to be structurally defective in material or workmanship for a period of one (1) year from the date of delivery for the vessel. Vessels purchased for both private and commercial use are covered by this hull warranty. The term "hull" means the fiberglass casting which rests on the water. There is no other warranty of the hull. Thriller Powerboats, Inc. will also, at its sole option, repair or replace equipment or fixtures fabricated by Thriller Powerboats, Inc., for the vessel as of the date of delivery if the equipment or fixture is determined to be defective in material or workmanship for a period of one (1) year from the date of delivery for vessels not in commercial use and for a period of thirty (30) days from date of delivery for vessels in commercial use.

All warranty work must be performed by a Company authorized service center or other location as directed by the Company, in its sole discretion. After it has been established that there is a valid claim under this warranty, the Company will authorize, in writing, repairs to be made. Transportation for repairs will not be covered by this warranty and is the responsibility of the boat owner.

The Company will not repair or replace any part, if the use of the boat is continued after the defect is or should have been discovered, and such continued use causes other or additional damage to the boat or component parts of the boat.

The Company authorized dealer will contact the Thriller Powerboats, Inc. owner regarding instructions for delivery of boat or part for warranty repair if it is covered by the limited warranty. Transportation cost is the boat owner's responsibility.

This Warranty may not be transferred or assigned in any manner.

WARRANTY EXCEPTIONS

THIS LIMITED WARRANTY does not cover the following:

- (a) Engines, drive trains, metal plating or finishes, windshield breakage, leakage, fading and deterioration of paints, canvas, upholstery and fabrics;
- (b) Gelcoat surfaces including, but not limited to, cracking, crazing, discoloration and blistering;
- (c) Accessories and items which were not part of the boat when shipped from the Company's factory and/or any damage caused thereby;
- (d) Damage caused by misuse, accident, galvanic corrosion, negligence, lack of proper maintenance or improper tampering;
- (e) Any boat used for racing, or any boat used for rental;
- (f) Any boat operated contrary to any instructions furnished by the Company or operated in any violation of any federal, state, Coast Guard or other governmental agency laws, rules or regulations;
- (g) The limited warranty is void if alterations have been made to the boat;
- (h) Transportation of boat or parts to and/or from the Company's factory or service location;
- (i) Travel time or haul outs, loss of time or inconvenience;
- (j) Any published or announced catalog performance characteristics of speed, fuel and oil consumption, and static or dynamic transportation in the water;
- (k) Any boat that has been re powered beyond Thriller Powerboats, Inc. power recommendations.
- (l) Boats damaged by accident and boats damaged while being loaded onto, transported upon or unloaded from trailers, cradles or other devices used to place boats in water, remove boats from water or store or transport boats on or over land;
- (m) Costs or charges derived from inconvenience or loss of use, commercial or monetary loss due to time loss, and any other special, incidental or consequential damage of any kind or nature whatsoever.
- (n) Equipment, material or fixtures installed on the boat manufactured by others.

GENERAL PROVISIONS

ALL GENERAL, SPECIAL, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THIS WARRANTY AND ARE DISCLAIMED BY THE COMPANY. It is the interest of the parties that the owner's sole remedy is the repair or replacement of the vessel or its allegedly defective component parts and that no other legal or equitable remedies shall be available to the owner. THIS IS A LIMITED WARRANTY; THE COMPANY MAKES NO WARRANTY, OTHER THAN CONTAINED HEREIN; ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING IN STATE LAWS IS LIMITED TO THE PERIOD OF THIS LIMITED WARRANTY, ALL OBLIGATIONS OF THE COMPANY ARE SPECIFICALLY SET FORTH HEREIN. THE COMPANY DOES NOT AUTHORIZE ANY PERSON OR DEALER TO ASSUME ANY LIABILITY IN CONNECTION WITH THRILLER POWERBOATS, INC. THE COMPANY'S OBLIGATION WITH RESPECT TO THIS WARRANTY IS LIMITED TO MAKING REPAIRS TO OR REPLACING THE DEFECTIVE PARTS AND NO CLAIM FOR BREACH OF WARRANTY SHALL BE CAUSE FOR CANCELLATION OR RESCISSION OF THE CONTRACT OR SALE OF ANY BOAT MANUFACTURED BY THE COMPANY.