

Ilmor Marine, LLC, Limited Warranty Statement

Ilmor Marine, LLC, (“Ilmor”) provides a limited manufacturer’s warranty on the engine and related limited components to the original retail purchaser for a period of three (3) years or 480 hours, whichever occurs first, except for select mechanical emission-related components, which are warranted for one (1) year or fifty (50) hours of operation, whichever occurs first. This limited warranty statement assures that components of the new engine will be free from material defects and workmanship errors to the extent indicated in this statement, under normal usage when the engine is operated and maintained as directed by Ilmor.

The California Air Resources Board requires that inboard engines be designed, built and equipped to meet stringent anti-smog standards. Emission control systems may include fuel injection systems, ignition systems and catalytic converters. Select emission-related hoses, belts, connectors and assemblies may also be included.

Where a warrantable condition exists, Ilmor will repair the inboard engine or defective part at no cost to the original retail purchaser, including diagnosis, parts and labor. Subject to the terms of the Ilmor Limited Warranty Statement, any affected engine or component must be returned to an authorized Ilmor dealer service department or the Ilmor factory as directed by Ilmor, during the warranty period, with the determination of whether to repair or replace at Ilmor’s sole option. Warranty coverage for repaired or replaced material, parts and labor will be for the remainder of the original warranty period only. The original retail purchaser shall be responsible for all costs associated with the transportation of the engine or component, including but not limited to, towing of the entire boat and/or trailer, to the authorized repair location, and for any return transportation costs.

High-quality materials and components are selected for the construction of Ilmor engines, constructed by trained personnel. Conditions may still exist that are outside of Ilmor’s control, resulting in specific limitations on the Limited Warranty Statement, which represents the total statement of warranty terms. No other person, company or representation is authorized to adjust or change the conditions of this Limited Warranty Statement.

The owner is also required and responsible for the required maintenance as established in the Ilmor Marine, LLC, MV-8 Engine Owner’s Manual. Ilmor recommends that the owner retain all receipts for maintenance performed and materials purchased for the purpose of maintenance. Ilmor may not deny warranty coverage solely due to the lack of maintenance purchase receipts, but warranty coverage may be denied if the engine or component part fails during the applicable warranty period due to abuse, neglect, improper maintenance or unapproved modifications, which include (but not limited to) the following:

- Damage as a result of misuse, neglect, accident, and/or impact with any object;

- Damage caused by improper or unapproved alteration, including any repair or replacement required as a result of effort to increase the cubic-inch capacity or horsepower output of the engine from the original manufactured specifications;
- Damage caused by the use of improper or contaminated fuel or fluids;
- Damage caused by the failure to maintain the engine and related components in accordance with the maintenance procedures as indicated in the MV-8 Engine Owner's Manual, including, but not limited to, proper winterization and storage procedures;
- Damage caused by the failure to comply with recalls and/or repair requests;
- Damage resulting from the use of the engine for racing, speed, commercial competition or performance demonstration;
- Damage resulting from the use of the engine in a boat that is used for rental, commercial or industrial purposes;
- Damage caused by fire, theft, freezing, vandalism, explosion, lightning, wind, hail, flooding or other natural disaster;
- Damage caused by dealer-installed or consumer-installed options or accessories;
- Damage caused by blockage of engine block cooling systems by foreign objects and material or by starting the engine without a sufficient water cooling source;
- Damage to components as a result of excessive attempts to start a non-responsive motor, from condensation or excessive water in the engine compartment;
- Incidental and consequential damages, including loss of time or income. (However, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you);
- Basic dealership supplies used in the performance of warranty work;

and/or

- Shipping and/or delivery charges not authorized by Ilmor;

In order for the Ilmor limited warranty to take effect, the engine must be registered with Ilmor Marine, LLC. To establish the appropriate process, the owner must ensure that the engine and transmission serial numbers have been registered within fourteen (14) days of original purchase. The boat dealership can, and should, assist in this process. Registering the boat with MasterCraft Boat Company will automatically also register the boat and

transmission with Ilmor Marine, LLC, provided the engine and transmission serial numbers are entered in the online registration data base.

Only one (1) transfer may be made from the original retail purchaser to a second owner may be made under this limited warranty statement, within the original limited warranty period of three (3) years. The transfer must be registered with MasterCraft Boat Company and Ilmor Marine, LLC within fourteen (14) days of the purchase and in compliance with the requirements for registration. The transfer must also be accompanied by a check for two hundred dollars American (\$200.00 U.S.), postmarked within the period specified above, in order for the balance of the warranty to take effect. The warranty period will constitute only the remaining period of time as established from the original retail purchase. The transfer will not exceed the original three-year (3-year) warranty period.

Warranty claims are processed only through authorized Ilmor dealership service departments within the applicable warranty period. For questions regarding warranty service or to obtain information regarding access to an authorized dealer, contact Ilmor at the following address or telephone number:

Ilmor Marine, LLC
43939 Plymouth Oaks Boulevard
Plymouth, MI 48170-2257
(734) 456-3600
Fax: (734) 456-3699

THE ILMOR MARINE, LLC, LIMITED WARRANTY AS DESCRIBED IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ILMOR DISCLAIMS, AND THE OWNER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY, AND ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THE FOREGOING EXPRESS WARRANTY PERIODS APPLICABLE TO THE RESPECTIVE COMPONENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR DO NOT ALLOW LIMITATIONS ON THE AMOUNT OF TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED

WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

No modification of this express written limited warranty statement has been authorized by Ilmor. No person, firm, agent, supplier, dealership, or boat manufacturer may alter, create, increase or establish any warranty or change to the warranty beyond what has been established in this warranty statement whatsoever. The warranty provides specific legal rights, including other rights that vary from state to state.

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