

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

This limited warranty applies to each 2010 Ilmor High Performance Marine Engine (“Ilmor Engine”) and Ilmor INDY<sup>®</sup> stern drive package (“Ilmor INDY<sup>®</sup> Drive”) purchased from Ilmor High Performance 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 each Ilmor Engine and Ilmor INDY<sup>®</sup> Drive 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 a period of one year from the earlier of (i) the date of purchase by a recreational retail purchaser or (ii) the date of first use for all other Ilmor Engine and Ilmor INDY<sup>®</sup> Drive users. 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 aforesaid warranty period. Ilmor’s sole and exclusive obligation under this warranty is limited to (i) repairing or replacing the defective Ilmor Marine Engine or Ilmor INDY<sup>®</sup> Drive using new or Ilmor certified re-manufactured parts or (ii) refunding the purchase price of the Ilmor Marine Engine or Ilmor INDY<sup>®</sup> Drive product, at Ilmor’s sole option. Ilmor reserves the right to improve or modify Ilmor Marine Engines and Ilmor INDY<sup>®</sup> Drives from time to time without assuming an obligation to modify products previously manufactured.

### **Warranty Registration and Transfer**

Ilmor warranty coverage is available only to users who have properly registered their Ilmor Engine and/or Ilmor INDY<sup>®</sup> Drive with Ilmor and to those Ilmor Engines and Ilmor INDY<sup>®</sup> Drives for which full payment has been received by Ilmor. In order to give effect to this limited warranty, you and/or your Ilmor dealer or distributor must complete Ilmor’s warranty registration card at the time of sale or as soon as possible thereafter and submit it to Ilmor at the following address:

Ilmor High Performance Marine, LLC  
Attn: Warranty Registration  
43939 Plymouth Oaks Boulevard  
Plymouth, Michigan 48127

Upon receipt of your warranty registration, Ilmor will mail to you a warranty registration verification to the address on your warranty registration. If you do not receive the warranty registration verification within thirty (30) days, please contact Ilmor or your selling dealer or distributor immediately. 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 Marine Engine or Ilmor INDY<sup>®</sup> Drive is registered with Ilmor.

You may transfer the unused portion of your Ilmor limited warranty provided that your product is registered with Ilmor and you provide Ilmor with a written notice of transfer identifying (i) the Ilmor Marine Engine and/or Ilmor INDY<sup>®</sup> Drive being transferred, including model and serial number, and (ii) the name, address and telephone number of the transferee. Such notice, together with a copy of the Bill of Sale or Purchase Agreement with the subsequent owner, must be mailed to:

Ilmor High Performance Marine, LLC  
Attn: Warranty Registration Transfer  
43939 Plymouth Oaks Boulevard  
Plymouth, Michigan 48170

Upon processing of the transfer request, Ilmor will send a warranty registration verification to the new

owner which will be deemed to cover the unused portion of the original purchaser's limited warranty. Warranty claims by a subsequent owner will not be processed until the transfer of the Ilmor Marine Engine or Ilmor INDY® Drive is registered with Ilmor.

#### **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 Marine Engine or Ilmor INDY® Drive during the warranty period, you must promptly discontinue use of the Ilmor Marine Engine and/or Ilmor INDY® Drive, as applicable, and deliver it to an Ilmor dealer authorized to service the product. Proof of registered ownership and warranty registration verification must be presented prior to any request for warranty service in order to obtain coverage. If you cannot deliver your Ilmor Marine Engine or Ilmor INDY® Drive to the dealer, you must contact Ilmor directly. Ilmor will then arrange for the inspection and any covered repair.

If ownership and warranty verification is established, Ilmor and/or the authorized service 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. If Ilmor or its authorized dealer determines that your Ilmor Marine Engine or Ilmor INDY® Drive is 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 does not cover and you are solely responsible for:

- (a) Wear and tear, routine servicing, tune ups and adjustments;
- (b) Failure to break the engine in appropriately, damage and deterioration caused by lack of maintenance, lack of service as specified by Ilmor in the Ilmor Service manuals, 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;
- (c) Failure to operate the Ilmor Marine Engine or Ilmor INDY® Drive in a safe and proper manner at any time or any abnormal operation of the Ilmor Marine Engine or Ilmor INDY® Drive;
- (d) Repair or service of the Ilmor Marine Engine or Ilmor INDY® Drive by a dealer not approved or authorized by Ilmor;
- (e) Use of the Ilmor Marine Engine or Ilmor INDY® Drive 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;
- (f) Alteration or removal of parts or components supplied with your Ilmor Marine Engine or Ilmor INDY® Drive;
- (g) Failure to operate the Ilmor Marine Engine in its recommended full-throttle RPM range due to improper gear ratio or propeller size;
- (h) Damage caused to the Ilmor INDY® Drive as a result of operation with a broken or badly damaged propeller;
- (i) Accident damage, submersion of the engine or transmission, 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, mounting the engine too high on the transom, or running the boat with the engine trimmed out too far;

(j) Causing excessive wear due to uses for which the products were not originally designed;

(k) Improper installation (proper installation specifications and techniques are set forth in the installation manuals provided with the Ilmor Marine Engine or Ilmor INDY<sup>®</sup> Drive or may be obtained from Ilmor upon request);

(l) Damage caused by an inappropriate installation environment. Damage to the Ilmor Marine Engine as a result of being connected to incompatible transmissions, drive systems, cooling water pick-ups, air induction systems, drive shafts, shore power systems, propellers, exhaust systems, exhaust or intake mufflers, and the like;

(m) Damage caused as a result of improper storage or winterization. Any damage due to adverse environmental conditions including, fire, explosion, storm, freezing, submersion, excess exposure to sunlight. Damage caused during towing or docking, impact, operation of the boat in water of insufficient depth or any other condition beyond the control of Ilmor;

(n) Damage caused during shipment of the products;

(o) Damage occurring outside the United States and Canada and their territorial waters;

(p) Damage due to the use of improper fuel including, incorrect octane level, Ethanol level exceeding 10%, poor quality or contaminated fuel;

Ilmor shall not be responsible for and this limited warranty does not cover reimbursement for, without limitation, normal maintenance including service items such as lubricants, fluids and 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 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 Marine Engine or Ilmor INDY<sup>®</sup> Drive.

No warranty coverage, including this limited warranty, is provided for commercial use of the Ilmor Marine Engine or Ilmor INDY<sup>®</sup> Drive. Commercial use is defined as any work or employment related use of the Ilmor Marine Engine or Ilmor INDY<sup>®</sup> Drive 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 Marine Engine or Ilmor INDY<sup>®</sup> Drive for boat racing or other competitive activity. Boat racing or other competitive activity using the Ilmor Marine Engine or Ilmor INDY<sup>®</sup> Drive, at any point, even by a prior owner of the product, voids this limited warranty.

**Additional Warranty Limitations and Disclaimers**

**Except for the limited warranty above, Ilmor Marine Engines and Ilmor INDY<sup>®</sup> Drives are sold “AS IS” without representation or warranty of any kind. ILMOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the event that your Ilmor Marine Engine or Ilmor INDY<sup>®</sup> Drive is used for boat racing or similar activities, you acknowledge that (i) Ilmor Marine Engines and Ilmor INDY<sup>®</sup> Drives 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 Marine Engines and Ilmor INDY® Drives 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 MARINE ENGINE OR ILMOR INDY® DRIVE, 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, PURCHASER 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 MARINE ENGINE AND ILMOR INDY® DRIVE PURCHASED FROM ILMOR OR ITS AUTHORIZED DEALERS OR DISTRIBUTORS, IN ILMOR'S SOLE DISCRETION. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITATIONS OF LIABILITY OR DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

This limited warranty may create certain rights related to items ordered and shipped from a location in Michigan. As a condition to your direct or indirect purchase of an Ilmor Marine Engine or Ilmor INDY® Drive, you agree that Michigan 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 Michigan 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.