



**FIBERGLASS LIMITED WARRANTY
NITRO®**

TRACKER® Marine, L.L.C. (“TRACKER”) warrants that your boat was manufactured free of defects in materials and workmanship, to the extent stated herein.

This limited warranty is extended to the original retail purchaser and is subject to the following conditions:

- 1. When you pick up your boat through a NITRO Dealer, you must sign the warranty registration forms delivered to you at the time of purchase.

THE DURATION OF THIS LIMITED WARRANTY IS ONE (1) YEAR FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER. IN ADDITION, TRACKER WARRANTS THAT THE HULL, INTERIOR HULL STRINGERS AND TRANSOM ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL RECOMMENDED USAGE AND WITH PROPER MAINTENANCE FOR A PERIOD OF TEN (10) YEARS, AS LONG AS IT IS OWNED BY THE ORIGINAL PURCHASER.

This limited warranty applies only to the portions of the boat manufactured by TRACKER. This limited warranty does not cover:

- A) Equipment and accessories manufactured by some other firms which carry their own individual warranties.
- B) Engines, outdrives, propellers and controls.
- C) Gelcoat surfaces, including but not limited to, gelcoat cracks, star-crazing or cracks, air voids, fading, chalking, hazing or water blistering. (We recommend any boat that is to be left in the water have anti-fouling paint or similar protectant applied to the bottom).
- D) Chrome-plated, anodized and aluminum finishes.
- E) The color-fastness of materials.
- F) Windshield breakage.
- G) Leakage around hatches, through hull fittings or other designed openings.
- H) Estimated performance characteristics including but not limited to speed, weight or fuel consumption.
- I) Damage or failure due to tears or fading of canvas, vinyl, upholstery, fabric/trim, plastics & zippers.
- J) A boat which is used commercially, used for racing or used in service other than the private pleasure of the owner, including boats registered by business entities or multiple persons (not including husband and wife).
- K) Damages resulting from failure to follow periodic maintenance items to the product in accordance with recommendations of TRACKER.
- L) Ordinary wear and tear.
- M) Galvanic or stray current corrosion.

For this warranty to be valid, the owner must take delivery at the specific dealership or company store location specified by TRACKER.

.....

Instructions to Dealer
Please complete these steps prior to finalization of the sale.

- 1. Review the terms of this Express Written Limited Warranty with the consumer prior to signing of purchase agreement.
- 2. Review the owner’s/operator’s manual with the consumer and offer instructions on the proper operation of the equipment prior to delivery of the equipment.
- 3. Obtain signature of consumer(s) acknowledging review and receipt of this Express Written Limited Warranty and all information included in owner’s packet in space provided on reverse.
- 4. Remove signature section at dotted line above.
- 5. Retain copy of warranty receipt with consumer file.

The limited warranty regarding the hull, interior hull stringers and transom is transferable to a second owner during the first five (5) years of service from the original purchase date. A \$100.00 warranty transfer fee is applicable at the time of transfer. Transfer request must be made in writing to TRACKER® Warranty Transfer, 2500 E. Kearney, Springfield, MO 65803 within 30 days of purchase. When properly transferred, the warranty period to the second purchaser will be for a maximum of five (5) years from the purchase date by the original owner. Equipment, components and accessories repossessed from the original purchaser are specifically excluded from coverage under this limited warranty and, as such, are not transferable for warranty purposes to a second purchaser.

This warranty is void with respect to any part or component otherwise covered by this warranty if the boat component or part is abused, misused or damaged as a result of unreasonable use while in the possession of the owner (including failure to provide reasonable and necessary maintenance) and, in addition, this warranty is void and shall not apply nor cover any component or part of any TRACKER product after it has been in any manner altered, modified, neglected, vandalized, improperly trailered, has been involved in an accident, has been overpowered according to the maximum recommended engine horsepower on the capacity information plate, if any covered product or part has been repaired or replaced with non-recommended, non-Tracker parts or products, or if any covered product or part has not been repaired or replaced in accordance with TRACKER specifications.

In the event of defect or failure to conform to this limited warranty, the owner shall notify his/her purchasing dealer and describe in detail or setting forth in writing the specific nature of the defect or failure. The purchasing dealer, a factory authorized repair center or the TRACKER factory may be authorized to perform the obligations set forth in this limited warranty. The purchasing dealer will promptly contact the owner to inform him/her whether the repair must be made at the purchasing dealer's location, a factory authorized repair center or at the TRACKER factory. In the event repair must be made at the purchasing dealer's location, a factory authorized repair center or at the TRACKER factory, transportation to and from the applicable repair center shall be at the owner's expense and not at the expense of TRACKER. TRACKER shall have the absolute and sole discretion to select the appropriate location for the repairs and method of repair in accordance with the terms and conditions of the applicable warranty. All service repairs covered by this warranty and authorized by TRACKER must be performed at the authorized dealership or company store as determined by TRACKER in its sole and absolute discretion. TRACKER will commence repairs promptly after delivery of the boat and proceed with such repairs in a commercially reasonable manner and shall use its best efforts to complete the repairs within a reasonable time thereafter. TRACKER will have no responsibility for towing, road service charges or any other transportation charges.

UNDER THIS LIMITED WARRANTY, THE OBLIGATION OF TRACKER IS LIMITED TO THE REPAIR OR, AT THE OPTION OF TRACKER, REPLACEMENT OF PARTS OR EQUIPMENT WHICH ARE DETERMINED TO BE DEFECTIVE AND TRACKER WILL HAVE NO OBLIGATION AND THE OWNER WILL HAVE NO REMEDY AGAINST TRACKER FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN AND THE OWNER SHALL NOT BE ENTITLED TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES, DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF TIME, BOAT PAYMENTS, INTEREST, STORAGE AND SLIP FEES, INSURANCE, POSTAGE, AFTER-MARKET GOODS, DEPRECIATION OF VALUE DUE TO AGE, COURT COSTS AND EXPENSES, ATTORNEYS' FEES, INJURY TO PERSON OR PROPERTY OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS FROM ANY CAUSE WHATSOEVER. 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.

If there is any dispute between the parties with respect to the application or interpretation of this Limited Warranty, all parties agree that the exclusive remedy for determining such dispute, regardless of its nature, shall be by arbitration in accordance with the then most-applicable commercial arbitration rules of the American Arbitration Association. All parties agree that the location of the arbitration shall be Springfield, Missouri. The prevailing party shall be entitled to reimbursement from the other party of all of the prevailing party's costs including, but not limited to, arbitrator's compensation, expenses and attorney's fees. All awards may be filed with the clerk of one or more courts, state or federal, as a basis for declaratory or other judgment and the issuance of execution.

TRACKER reserves the right to make changes in design and changes or improvements to its product at any time, including during a product year, without imposing any obligation upon itself to alter any of its products which were previously manufactured.

It is the responsibility of the owner or any operator of this boat to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating and boating safety. The owner or any operator of this boat should take a Coast Guard Auxiliary course in boating and boating safety before operation of this boat and should be completely familiar with all systems regarding safe operation of this boat. NITRO® boats contain flotation material. However, there is no boat that is unsinkable. Each passenger in accordance with U.S. Coast Guard standards should wear personal flotation devices.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY AND IS SPECIFICALLY IN LIEU OF, WITHOUT LIMITING THE FOREGOING LANGUAGE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE OWNER.

This warranty gives you specific legal rights, and 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 the Express Written Limited Warranty and all information provided by Tracker Marine, L. L. C. in the owner's packet and have been offered instructions by the dealer on the proper operation of the equipment. I (we) accept the terms and conditions of the Express Written Limited Warranty.

Serial Number: _____

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Dealer: _____ Date: _____