



NITRO Z AND ZV SERIES BOATS LIMITED LIFETIME WARRANTY

INSTRUCTIONS TO DEALER

Please complete these steps prior to finalization of the sale.

1. Review the terms of this Limited Warranty with the purchaser prior to execution of the purchase agreement.
2. Review the owner's/operator's manual with the purchaser and point out the instructions on the proper operation and maintenance of the boat prior to delivery of the boat.
3. Obtain the purchaser's signature in the space provided below, acknowledging review and receipt of this Limited Warranty and all information included in the owner's packet.
4. Retain copy of signed warranty statement with the purchaser's file.

Note to Purchaser: If prescribed by the law of your state, your signature in the space provided below is for product registration purposes and failure to sign below will not diminish your warranty rights under this Limited Warranty.

1. IDENTITY OF WARRANTOR.

This Limited Warranty is provided by manufacturer White River Marine Group, LLC ("WRMG") on your Nitro® boat purchased from an authorized Nitro® boat dealer ("Dealer"), subject to the terms and conditions set forth below. WRMG's address is 2500 East Kearney Street, Springfield, Missouri, 65898.

2. WHAT IS COVERED, AND FOR HOW LONG?

Except as limited herein, this Limited Warranty covers parts and labor to correct certain defects in materials and workmanship for the portions of your boat manufactured or installed by WRMG, as more specifically set forth as follows:

- A) For one (1) year from the original date of purchase from a Dealer: Parts and labor for defects in materials and workmanship as to all other portions of the boat manufactured or installed by White River Marine Group (subject to normal recommended usage and maintenance), including but not limited to the following:
- (i) All electrical components;
 - (ii) Live-wells and plumbing;
 - (iii) Stereo, gauges, and switches;
 - (iv) Console, windscreen and steering wheel;
 - (v) Fishing seats;
 - (vi) Steering system components;
 - (vii) Marine grade carpet and vinyl; and
 - (viii) Fuel system.
- B) For the life of the boat (as long as it is owned by the original retail purchaser): Parts and labor for defects in materials and workmanship solely as to the following items (subject to normal recommended usage and maintenance):
- (i) Hull;
 - (ii) Interior stringers;
 - (iii) Transom.

3. WHO MAY ENFORCE THIS WARRANTY?

Except as set forth below, this Limited Warranty is extended only to the original retail purchaser, and only if the original purchaser has signed this warranty in the space provided below when the boat is purchased through a Dealer (unless such signature requirement is prohibited by the law of the original retail purchaser's state).

A second owner may enforce the warranty coverage under this Limited Warranty subject to the following:

- The second owner may enforce the warranty coverage under Section 2.B) if the Limited Warranty has been transferred to the second owner during the first five (5) years of the warranty period for such coverage for a maximum of ten (10) years from date of purchase by original purchaser.

provided that for all applicable cases the second owner may enforce such warranty coverage only if all of the following conditions are also met: (i) the transfer is requested by the second owner and approved by WRMG; (ii) the boat is brought to an authorized Dealer for inspection within 30 days of purchase by the second owner; and (iii) a transfer fee of \$200.00 is paid to WRMG. The transfer request must be made in writing and e-mailed to warrantytransfer@whiterivermg.com, within 30 days of purchase by the second owner. This Limited Warranty may only be transferred once. WRMG reserves the right to reject a Limited Warranty transfer request for a boat that has been damaged, neglected, or otherwise excluded from Limited Warranty coverage. Please visit <https://www.nitro.com/boat-dealers.html> to locate the authorized Dealer closest to you.

4. WHAT IS NOT COVERED?

This Limited Warranty applies only to the portions of the boat manufactured or installed by WRMG. This Limited Warranty is void if the boat is ever used commercially, for racing, or for any service other than the private pleasure of the owner, including if the boat is registered by a business entity. This Limited Warranty is also void if the boat is repossessed, or ownership of the boat is otherwise transferred to, a secured party at any time. In addition, this Limited Warranty does not cover:

- A) Ordinary wear and tear.
- B) Any boat that has been misused or used in a negligent manner or operated contrary to any instruction furnished by WRMG; improperly lifted or trailered; trailered without proper motor support; improperly secured to a trailer; improperly operated, including but not limited to failure to comply with safety procedures; or operated in violation of any federal, state, local, Coast Guard, or other governmental agency's laws, rules, or regulations.
- C) Defects resulting from failure to provide routine maintenance in accordance with WRMG's maintenance and care instructions. For care and maintenance instructions, please consult your owner's manual.
- D) Any damage resulting from an accident or impact with another object or any damage caused by an act of nature.
- E) Engines, outdrives, batteries, propellers, and controls.
- F) Any failure or defects arising from repairs by a non-authorized service provider, unless pre-approved by WRMG.
- G) Colorfastness of materials caused by overexposure to the sun or improper covering and storage of the boat.
- H) Windshield breakage.
- I) Estimated performance characteristics, including but not limited to speed, weight or fuel consumption.
- J) Tears, rips, snags, or similar damage or failure of canvas, vinyl, floor coverings, upholstery, fabric, trim pieces, plastics or zippers.
- K) Galvanic or stray current corrosion, or corrosion caused by saltwater.
- L) Chrome-plated, anodized and aluminum finishes.
- M) Painted or gel coat finishes (except as noted above), including blistering, chalking, discoloration, cracking, crazing or stars; wood finishes (varnish, stains and paints); plastics; plated or painted metal; stainless steel finishes and anti-fouling bottom paint. **Note: WRMG recommends any boat that is to be left in the water have anti-fouling paint or similar protectant applied to the bottom. Damage resulting from failure to apply such protectant is not covered by this Limited Warranty.**
- N) Equipment and accessories manufactured by other firms, whether or not they carry their own individual warranties, including but not limited to non-WRMG aftermarket equipment such as jack plates, T-tops, ski towers, power poles, wakeboard towers, etc.
- O) Any defect that results in the redesign of the boat.

This Limited Warranty is void with respect to any part or component that has been altered, modified, neglected, vandalized, improperly trailered, involved in an accident, overpowered according to the maximum recommended engine horsepower on the capacity information plate, repaired or replaced with non-Nitro parts or products, or repaired or replaced in a manner out of compliance with WRMG's maintenance and care instructions or other specifications.

5. HOW TO REQUEST WARRANTY SERVICE.

To request service under this Limited Warranty, take your boat during the applicable warranty period to any authorized Dealer, and describe in detail or set forth in writing the specific nature of the perceived defect. Please visit <https://www.nitro.com/boat-dealers.html> to locate the authorized Dealer closest to you. If qualifying for service under this Limited Warranty, the Dealer will inform you whether the repair work will be performed at the Dealer's location, at a WRMG-authorized repair center, or at the WRMG factory. WRMG shall have the absolute and sole discretion to select the appropriate location for the warranty work and method of repair. You are solely responsible for all costs associated with transporting your boat to and from the authorized Dealer and repair facility.

6. WHAT WILL WE DO?

For any defect qualifying for service under this Limited Warranty, WRMG will elect (in our sole and absolute discretion) to either repair or replace the defective part or component.

7. DISCLAIMERS AND LIMITATIONS.

THE OBLIGATIONS OF WRMG UNDER THIS LIMITED WARRANTY ARE LIMITED TO THE REPAIR OR, AT THE OPTION OF WRMG, REPLACEMENT OF PARTS OR EQUIPMENT THAT ARE DETERMINED BY WRMG TO BE DEFECTIVE. WRMG WILL HAVE NO OBLIGATION AND YOU WILL HAVE NO REMEDY AGAINST WRMG FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN. YOU SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES (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).

ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD UNDER THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW ONE OR MORE OF THESE LIMITATIONS, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

8. DISPUTE RESOLUTION.

WRMG'S GOAL IS TO RESOLVE ANY WARRANTY CONCERN AS QUICKLY AND FAIRLY AS POSSIBLE. PLEASE CONTACT US AT (417)873-4555 IN THE EVENT YOU HAVE ANY QUESTIONS ABOUT THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY. THE PROCEDURE TO HAVE YOUR WARRANTY CONCERN RESOLVED IS SET FORTH ABOVE. IN THE EVENT THE DEALER CANNOT REMEDY THE DEFECT WITHIN A REASONABLE TIME, YOU AGREE THAT THE FOLLOWING PROVISIONS WILL APPLY.

a) **Notice to WRMG.** In the event your warranty concern is not resolved as set forth above, you must provide written notice to WRMG by sending a detailed explanation of your concerns to WRMG Customer Service, 2500 East Kearney St., Springfield, MO 65898. You and WRMG shall attempt in good faith to resolve your warranty concern.

b) **Submission to Exclusive Jurisdiction.** Any and all matters arising out of or relating to this Limited Warranty, including any and all disputes, legal actions, or proceedings, must be instituted exclusively in a court of competent jurisdiction in either federal or state court located in Greene County, Missouri, and you hereby waive any objections to jurisdiction and/or venue and any claims of an inconvenient forum. ALL CLAIMS MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

9. GOVERNING LAW.

Any and all matters arising out of or relating to this Limited Warranty must be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

10. OTHER NOTES.

WRMG reserves the right to make changes in design of its products, and changes or improvements to its products, at any time, including during a product year, without imposing any obligation upon WRMG to alter any of its products that were previously manufactured. This document contains the entire Limited Warranty provided by WRMG. Any questions concerning this Limited Warranty should be directed to WRMG. The terms and conditions of this Limited Warranty may not be modified, altered, or waived by any action, inaction, or representation, whether oral or in writing, except upon the express, written authority of a senior management level employee of WRMG. WRMG does not authorize any person or persons (except a senior management level employee of WRMG), including authorized Dealers, to change the terms of this Limited Warranty.

I (we) acknowledge that I (we) have received and had the opportunity to review a written copy of the terms of the Limited Warranty and all information provided by White River Marine Group, LLC 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 Limited Warranty.

Serial Number: _____ **Owner's manual (initial)** _____

Purchaser: _____ **Date:** _____

E-mail*: _____

Purchaser: _____ **Date:** _____

E-mail*: _____

Dealer: _____ **Date:** _____

* WRMG will use information you provide according to its privacy policy at www.whiterivermg.com. By providing your email address, you consent to receive e-mails from WRMG and its affiliated companies, which may include promotional offers and updates.