

OBR WARRANTY COVERAGE INFORMATION



LIMITED ONE YEAR WARRANTY

OBR Parts & Marine, Inc.

Extends a One Year Limited Warranty on its Products as Follows:

Remanufactured Powerheads	One (1) Year
New Powerheads	One (1) Year
Remanufactured Gearcases	One (1) Year
New Gearcases	One (1) Year
Sterndrives	One (1) Year
Tilt & Trim Systems	One (1) Year

This Limited One-Year Warranty Agreement applies to the sale and use of the product sold herewith by OBR/Red Rhino and extends to the dealer/purchaser thereof and any customer of the dealer/purchaser thereof. The terms of this Agreement are as follows:

1. **CONDITION PRECEDENT TO LIMITED WARRANTY:** The dealer/purchaser and/or any customer of the dealer/purchaser agrees that the subject product must BE DELIVERED TO OBR/RED RHINO for inspection prior to the extension of remedies provided under the terms of this Limited Warranty, freight to be paid by the dealer/purchaser or their customer, within the Warranty Period, such being one (1) year from the date of sale by OBR/Red Rhino. Additionally, the dealer/purchaser and/or their customer agree that the subject product shall be returned to OBR/Red Rhino for inspection WITHOUT DISASSEMBLY OR ALTERATION thereof (absent prior approval from OBR/Red Rhino).

2. **LIMITED ONE-YEAR WARRANTY:** OBR/Red Rhino extends a limited warranty only applicable to the subject product and component parts thereof to the purchaser/dealer and/or their customer for products or parts found in the judgment of OBR/Red Rhino after inspection to be defective in material or workmanship. The subject Limited Warranty is effective for one (1) year from the date of initial sale. Such products found to be defective in material or workmanship are strictly and exclusively limited to the remedy of repair or replacement of such products or defective parts thereof. OBR/Red Rhino does not assume and expressly DISCLAIMS its liability for any relief or remedy in excess of such repair or replacement. Specifically, but without limitation, the implied warranties of merchantability, fitness for a particular purpose, or otherwise are hereby disclaimed. OBR/Red Rhino further disclaims any responsibility or liability for incidental, consequential, or any other damages of any nature, beyond the scope of the Limited One-Year Warranty extended herein above (repair and replacement of defective products and/or parts only). This Limited One-Year Warranty relative to repair means repairs performed by OBR/Red Rhino, and does not extend to the cost of repair incurred by persons or entities other than OBR/Red Rhino.

3. **DISCLAIMER AND EXCLUSIONS FROM THE LIMITED ONE-YEAR WARRANTY:** The subject One-Year Limited Warranty extended herein is hereby DISCLAIMED and does not apply to (a) any product or part that has been subject to misuse, neglect, accident or that has been improperly maintained, operated, or installed, or which has sustained damage due to rust or corrosion; (b) any product or part that has been altered or modified; (c) any defects or repairs made necessary by normal wear and tear on the product or part, or by the use of other parts or accessories which in the judgment of OBR/Red Rhino are either incompatible or adversely affect the operation, performance, or durability of the subject product or part; (d) rounded clutch dogs; (e) rental, commercial or high-performance applications including racing or other competitive activity; (f) defects or repairs caused by water entering engine cylinders through exhaust system, carburetion, or fuel-injection systems; (g) the cost of haul-out, launching, towing, or storage charges, loss of time or income, or other incidental or consequential damages, or (h) electrical components, including stators, powerpacks, switchboxes, solenoids, trim relays, alternators, voltage regulators, starters or trim motors.

4. **ARBITRATION AGREEMENT:** The Purchaser and OBR/Red Rhino hereby agree that any controversy or claim between them arising out of or relating to the interpretation, performance, or breach of any provision of this Agreement or which relates to the sale, condition, repair or service of the product sold by OBR/Red Rhino, shall be resolved exclusively by arbitration. Such arbitration shall be conducted in Mobile County, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator appointed by the Presiding Judge of the Circuit Court of Mobile, County, Alabama, unless the parties otherwise agree to such appointment. The parties hereby stipulate the subject sale is in interstate commerce. The Arbitration Award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. If any part of this provision is held to be invalid or unenforceable for any reason, the remaining terms shall remain in full force and effect. Claims relating to non-payment for the product sold shall not be subject to arbitration and shall be brought in the appropriate court in Mobile, Alabama.

5. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and may not be altered except in writing and signed by the President of OBR/Red Rhino and the Purchaser.

6. **INDEMNITY:** The dealer/purchaser of the subject product agrees to indemnify, hold harmless, and defend OBR/Red Rhino from and against any claims made against OBR/Red Rhino by it or any customer of dealer/purchaser seeking relief not covered by the terms of this limited warranty or relief sought in addition to or contravention of the terms of this Limited Warranty Agreement.