

OSCO MOTORS CORPORATION

THREE YEAR LIMITED WARRANTY

1. IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN BUYER AND SELLER THAT EXCEPT FOR THE WARRANTY GIVEN IN PARAGRAPH TWO (2), THERE IS HEREBY EXPRESSLY EXCLUDED FROM THIS SALE ANY AND ALL WARRANTIES, GUARANTEES, REPRESENTATIONS, PROMISES OR STATEMENTS WHATSOEVER, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND BUYER UNDERSTANDS AND AGREES THAT THE SOLE WARRANTY OF SELLER IS THAT MENTIONED IN PARAGRAPH TWO (2) AND THAT BUYER'S SOLE AND EXCLUSIVE REMEDY IS LIMITED TO THE REPAIR AND/OR REPLACEMENT OF PARTS AS SET FORTH THEREIN.

2. OSCO MOTORS CORPORATION HEREBY EXPRESSLY WARRANTS THAT ALL PARTS MANUFACTURED BY IT ARE FREE FROM ALL DEFECTS IN WORKMANSHIP OR MATERIAL WHEN USED BY THE ORIGINAL PURCHASER UNDER NORMAL CONDITIONS FOR THE PURPOSE AND USE FOR WHICH INTENDED. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS LIMITED TO THE REPAIR AND / OR REPLACEMENT WITHOUT CHARGE, (SHIPPING COSTS EXCLUDED) AT SELLERS OPTION, OF PARTS DISCOVERED TO BE DEFECTIVE WITHIN THREE (3) YEARS FROM THE DATE OF DELIVERY TO BUYER.

LIMITATIONS ON WARRANTY

3. PROVIDED THAT - THE MATERIAL CLAIMED TO BE DEFECTIVE IS RETURNED TO US, TRANSPORTATION COSTS ASSUMED BY BUYER, AND PROVIDED FURTHER THAT - UPON DISCOVERY OF ANY DEFECT OR DEFECTS IN MATERIAL OR WORKMANSHIP WITHIN THREE (3) YEARS OF THE DATE OF DELIVERY TO BUYER, BUYER SHALL GIVE WRITTEN NOTICE OF SAME TO SELLER WITHIN TWENTY (20) DAYS OF DISCOVERY OF ANY SUCH DEFECT OR DEFECTS. IN THE ABSENCE OF SUCH NOTICE THE BUYER SHALL HAVE NO RIGHT OR REMEDY AGAINST SELLER.

4. WARRANTY SHALL NOT APPLY IF THE PRODUCT HAS BEEN MISUSED, ABUSED, ALTERED, NEGLECTED OR IMPROPERLY INSTALLED OR DAMAGED BY ICE EXPANSION. ANY WORK BY OTHERS WITHOUT OUR WRITTEN APPROVAL SHALL AUTOMATICALLY CANCEL SELLER'S WARRANTY.

5. WARRANTY SHALL NOT APPLY TO PARTS USED IN HIGH PERFORMANCE, RACING, OR NON-MARINE APPLICATIONS.

6. WARRANTY SHALL NOT APPLY TO PARTS MANUFACTURED BY OTHERS AND SUPPLIED BY SELLER. THE WARRANTY APPLICABLE TO PARTS MANUFACTURED BY OTHERS WILL BE WHATEVER WARRANTY, IF ANY, SUCH MANUFACTURER EXTENDS TO AND IS WILLING TO PROVIDE TO OUR CUSTOMERS.

7. ANY WORK DONE BY OTHERS WITHOUT OUR WRITTEN AUTHORIZATION SHALL AUTOMATICALLY TERMINATE BUYER'S RIGHT OR REMEDY AGAINST SELLER.

8. SELLER RESERVES THE RIGHT TO IMPROVE ITS PRODUCTS THROUGH CHANGES IN DESIGN OR MATERIALS WITHOUT BEING OBLIGATED TO INCORPORATE SUCH CHANGES INTO PRODUCTS OF PRIOR MANUFACTURE, AND TO MAKE CHANGES AT ANY TIME IN DESIGN, MATERIALS, OR PARTS OF PRODUCTS, WITHOUT OBLIGATION OR LIABILITY TO OWNERS OF PRODUCTS OF PRIOR MANUFACTURE.

FURTHER, SELLER RESERVES THE RIGHT TO SUBSTITUTE A PRODUCT INCORPORATING IMPROVEMENTS AND DESIGN CHANGES WHEN IN ITS OPINION IT WILL SATISFACTORILY PERFORM THE FUNCTION INTENDED TO BE PERFORMED BY THE DEFECTIVE PRIOR PRODUCT, IF THE PRIOR PRODUCT IS NOT AVAILABLE OR HAS BEEN DISCONTINUED.

