



LIMITED WARRANTY

Congratulations on choosing a STIK™ Boat personal fishing craft (the “Product”). Stik Boats, LLC (“Stik Boats”) is pleased to extend this Limited Warranty on the Product on the terms and conditions set forth below. You will be deemed to have accepted this Limited Warranty upon the earlier of your purchase or acceptance of delivery of the Product. Please take the time to read and become familiar with this Limited Warranty. IN PARTICULAR, THIS LIMITED WARRANTY REQUIRES THAT ANY DISPUTES BETWEEN YOU AND STIK BOATS MUST BE RESOLVED THROUGH THE DISPUTE RESOLUTION PROCESS DESCRIBED BELOW WHICH INCLUDES BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Who is entitled to this Limited Warranty?

Stik Boats extends this Limited Warranty to the original retail purchaser of the Product from Stik Boats or one of its independent authorized dealers located in the United States of America (a “Dealer”). If you transfer ownership of the Product during the Warranty Period (as defined below), you may transfer your rights and obligations under this Limited Warranty for the remaining portion of the Warranty Period (as defined below) to the new owner of the Product by delivering a completed STIK™ Boat warranty transfer form to Stik Boats within thirty (30) days following the date of such transfer of ownership. Please contact Stik Boats or your Dealer for a current version of the warranty transfer form and instructions on processing the warranty transfer. Otherwise, this Limited Warranty is non-transferable.

What is covered by this Limited Warranty?

If the Product is purchased/used for personal, non-commercial use, then Stik Boats warrants to you that, for a period of one (1) year from the date of purchase of the Product by the original retail purchaser, the Product will be free from defects in materials and workmanship, subject to the exclusions described below.

If the Product is purchased/used for commercial use, then Stik Boats warrants to you that, for a period of six (6) months from the date of purchase of the Product by the original retail purchaser, the Product will be free from defects in materials and workmanship, subject to the exclusions described below.

The applicable warranty period referenced above with respect to the Product is referred to as the “Warranty Period”. A Product is considered to be purchased/used for “commercial use” if, at any time during the Warranty Period, (a) the Product has commercial tags or is otherwise licensed/registered for commercial use or (b) the Product is used in connection with any income generating activities of any kind, including, without limitation, rental, employment or work activities. NO PERSON IS AUTHORIZED TO MODIFY, AMEND OR EXTEND THIS LIMITED WARRANTY, OR PROVIDE ANY ADDITIONAL OR DIFFERENT WARRANTIES OR GUARANTEES, ON BEHALF OF STIK BOATS OR ITS AFFILIATES.

What is NOT covered by this Limited Warranty?

You are responsible for ensuring that that the Product is properly operated, maintained, handled, stored and used as specified in the applicable Stik Boats Operator’s Guide (including any updates). In particular, and as a condition to your warranty coverage, you must ensure that the “break-in period” and routine maintenance procedures specified in Operator’s Guide are timely adhered to and performed.

This Limited Warranty does not apply to or otherwise cover any defect, failure, loss or damage to the Product due to:

- (a) improper operation, maintenance, handling, storage or use (including, without limitation, any failure to adhere to the provisions specified in the Operator’s Guide);
- (b) accident, misuse, abuse or neglect (including, without limitation, any (i) collision or impact with any object, (ii) customer-applied chemicals or accidental spills, or (iii) water submersion or ingestion of any water or object into the engine);
- (c) use of improper or contaminated lubricants, oils and/or fuel;
- (d) improper alteration or modification (including, without limitation, any installation of unauthorized/improper attachments, accessories or replacement parts);
- (e) subjecting the Product to conditions outside of its design limitations, including, without limitation, racing, speeding or other competitive activities;
- (f) failure to comply with any recall or request for repair;

- (g) cosmetic imperfections, defects or damage with respect to gel coat finishes and other surface coatings, including without limitation, discoloration, blisters, crazing, and fiberglass delamination];
- (h) fire, theft, freezing, vandalism, lightning, hail storms, natural disaster, or any act of God; or
- (i) normal wear and tear.

This Limited Warranty applies only to a new Product (and not a used, reconditioned or demo version) if purchased and registered/licensed for use in the United States of America. For the avoidance of doubt, Product components and consumables that require replacement/replenishment due to regular maintenance and/or normal wear and tear (such as oil, lubricants, belts, filters, fuel, etc.) are not covered by this Limited Warranty.

What will Stik Boats do to correct a covered defect in the Product?

In the event that a covered defect in the Product occurs during the Warranty Period, and you properly make a warranty claim within the Warranty Period, Stik Boats will, at its sole discretion, either (a) repair the defective Product or (b) provide a replacement for the defective Product. Any replacement Product will be the closest then-available equivalent to the original Product, and may not exactly match the original Product. The Limited Warranty on any repaired or replacement Product (including, without limitation, any repaired or replaced component part) will extend for the remaining portion of the Warranty Period applicable to the original Product. If a replacement Product is provided (or replacement component parts are provided as part of a repair), then you agree that the defective Product/component parts become the property of Stik Boats and you will execute any documents necessary to transfer title to such items to Stik Boats.

What must you do in order to make a warranty claim and obtain warranty service?

During the Warranty Period, you may make a claim for warranty coverage by (a) delivering the claimed defective Product (or component part) to the nearest Dealer, or to Stik Boats' warranty service center located at 12713 Beltex Dr., Manor, Texas 78653, and authorizing the Dealer/Stik Boats to inspect, investigate, and repair the item as necessary, (b) notifying the Dealer/Stik Boats of the claimed defect, and (c) providing proof of purchase. The Dealer/Stik Boats will inspect the item and determine whether your claim is covered by this Limited Warranty. You are solely responsible for all costs and expenses associated with the transportation and delivery of items to the Dealer/Stik Boats, and any return delivery to you (including, without limitation, delivery of any replacement or repaired Product (or component part)), in connection with any claim for warranty coverage.

Additional Disclaimers and Limitations on Liability

TO THE EXTENT NOT PROHIBITED BY LAW, THIS LIMITED WARRANTY REPRESENTS THE EXCLUSIVE OBLIGATION OF STIK BOATS WITH RESPECT TO THE PRODUCT AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE EXTENT NOT PROHIBITED BY LAW, STIK BOATS DOES NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT AND ITS USE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THE WARRANTY PERIOD STATED ABOVE IN THIS LIMITED WARRANTY.

IN NO EVENT WILL STIK BOATS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF REVENUE OR PROFIT, OR LOSS OF TIME OR BUSINESS, ARISING OUT OF OR RELATING TO THE PRODUCT AND/OR ITS USE, WHETHER LIABILITY IS ASSERTED UNDER THEORIES OF TORT, STRICT LIABILITY, CONTRACT, WARRANTY OR OTHERWISE. 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.

DISPUTE RESOLUTION, BINDING ARBITRATION AND CLASS ACTION WAIVER.

At Stik Boats, we are committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as set forth below.

a. You agree to give us an opportunity to resolve any disputes or claims you may have with Stik Boats relating in any way to the Product, its use, or this Limited Warranty (collectively, "**Claims**") by contacting Stik Boats at 12713 Beltex Dr., Manor, Texas 78653, Attn: Customer Service or at service@stikboats.com. If we are not able to resolve your Claims within 60 days, then you may seek relief through arbitration or in small claims court, as set forth below.

b. **YOU AND STIK BOATS AGREE THAT ANY AND ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT**, except that you or Stik Boats may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us or our affiliates.

c. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING STATUTORY DAMAGES, ATTORNEYS' FEES AND COSTS), AND MUST FOLLOW AND ENFORCE THIS LIMITED WARRANTY AS A COURT WOULD.**

d. Arbitrations will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules. The AAA's Consumer Arbitration Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration will be heard and decided by one arbitrator. Payment of all filing, administration and arbitrator fees will be governed by the AAA's Consumer Arbitration Rules, except as otherwise provided in this clause (d). If your total Claims seek less than \$10,000, Stik Boats will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees, unless the arbitrator determines your Claims are frivolous. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. Attendance at an in-person hearing may be made by telephone by you and/or Stik Boats, unless the arbitrator requires otherwise.

e. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to Stik Boats at 12713 Beltex Dr., Manor, Texas 78653, Attn: Legal Department/Arbitration Notice. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting arbitration must also provide a copy of the request to the AAA, at Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or online at www.adr.org or at any AAA office.

ANY AND ALL PROCEEDINGS (WHETHER IN ARBITRATION OR COURT) TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a Claim proceeds in court rather than in arbitration **YOU AND STIK BOATS EACH WAIVE ANY RIGHT TO A JURY TRIAL.** The Federal Arbitration Act and federal arbitration law apply to this section. An arbitration decision may be confirmed by any court with competent jurisdiction. If any provision set forth in this section entitled "Dispute Resolution, Binding Arbitration and Class Action Waiver" is found unenforceable, the unenforceable provision will be severed from this Limited Warranty and the remaining terms of this Limited Warranty will be enforced.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.