

TRAILSTAR

TRAILER LIMITED WARRANTY

TRAILSTAR™ TRAILERS (GALVASHIELD™)

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 at the bottom of this warranty statement.
4. Retain copy of the signed warranty statement with consumer file.

White River Marine Group[®], L.L.C. ("WRMG") warrants that your trailer 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 trailer through a TRAILSTAR 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, WRMG WARRANTS THE GALVASHIELD GALVANIZED STEEL TUBING AGAINST STRUCTURAL FAILURE DUE SOLELY TO CORROSION FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER. THIS LIMITED WARRANTY APPLIES ONLY TO STRUCTURAL CORROSION OF THE STEEL TUBING.**

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

- A) Surface corrosion resulting from consumer neglect to properly maintain scratches or other damages to the surfaces of the galvanized steel tubing.
- B) Paint, chalking, blistering, color fading or peeling.
- C) Tires or other equipment, parts or accessories manufactured by some other firm which carry their own individual warranties.
- D) Ordinary wear and tear, corrosion, chalking, blistering or color fading.
- E) Overloading (exceeding the GVWR designated load capacity).
- F) A trailer which is used commercially or used in service other than the private pleasure use of the original owner.
- G) Damages resulting from failure to follow periodic maintenance to the product in accordance with recommendations of WRMG.
- H) Vandalism, improper use, damage.

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

This limited warranty is transferable and extended to one subsequent purchaser for the remaining portion of the warranty period. Transfer request must be made in writing to WRMG 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 one (1) year from purchase date of original purchaser. 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 trailer 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 TRAILSTAR product after it has been in any manner altered, modified, neglected, vandalized, has been involved in an accident, has been overloaded according to the GVWR designated load capacity, if any covered product or part has been repaired or replaced with non-recommended, non-WRMG parts or products, or if any covered product or part has not been repaired or replaced in accordance with WRMG 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 WRMG 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 WRMG factory. In the event repair must be made at the purchasing dealer's location, a factory authorized repair center or at the WRMG factory, transportation to and from the applicable repair center shall be at the owner's expense and not at the expense of WRMG. WRMG 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 WRMG must be performed at the authorized dealership or company store as determined by WRMG in its sole and absolute discretion. WRMG will commence repairs promptly after delivery of the trailer 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. WRMG will have no responsibility for towing, road service charges or any other transportation charges.

UNDER THIS LIMITED WARRANTY, THE OBLIGATION OF WRMG IS LIMITED TO THE REPAIR OR, AT THE OPTION OF WRMG, REPLACEMENT OF PARTS OR EQUIPMENT WHICH ARE DETERMINED BY WRMG TO BE DEFECTIVE AND WRMG WILL HAVE NO OBLIGATION AND THE OWNER WILL HAVE NO REMEDY AGAINST WRMG 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, 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.

WRMG reserves the right to make changes in design and changes or improvements upon 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.

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.

The warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

DISPUTE RESOLUTION.

WRMG'S GOAL IS TO RESOLVE ANY WARRANTY CONCERN AS QUICKLY AND FAIRLY AS POSSIBLE. PLEASE CONTACT US AT (800) 778-7879 IN THE EVENT YOU HAVE ANY QUESTIONS ABOUT THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THIS WARRANTY. THE PROCEDURE TO HAVE YOUR WARRANTY CONCERN RESOLVED IS SET FORTH ABOVE. IN THE EVENT THE WRMG DEALER CANNOT REMEDY THE DEFECT WITHIN A REASONABLE TIME, YOU AGREE TO WRITE US AT WRMG CUSTOMER SERVICE, 2500 EAST KEARNEY STREET, SPRINGFIELD, MISSOURI 65898, AND EXPLAIN THE CONCERN. IF WRMG'S RESPONSE TO YOUR WRITTEN EXPLANATION OF THE CONCERN IS NOT TO YOUR SATISFACTION, YOU AGREE THAT THE FOLLOWING BINDING ARBITRATION WILL APPLY.

BINDING ARBITRATION

- a) You and WRMG agree to submit all disputes, claims, or controversies of any kind arising out of or related to this warranty and/or your purchase of a TrailStar trailer for resolution exclusively through binding arbitration. You should review this provision carefully. This arbitration provision limits your and our ability to litigate claims in court. You and we each agree to waive your and our respective rights to a jury trial; ANY RIGHT TO A TRIAL BY JURY, WHETHER ON AN INDIVIDUAL OR A CLASS BASIS, IS HEREBY WAIVED. Any arbitration under this provision shall take place on an individual basis; class arbitrations and class actions are not permitted. You will not have the right to participate as a class representative, private attorney general, or member of any class of claimants for any claim subject to arbitration. A claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with the arbitration proceedings between you and us. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator in accordance with this arbitration provision.
- b) Arbitration is usually an informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence at a hearing and then issue a binding ruling in the form of an award. You and we understand that in an arbitration, discovery is more limited than in a court, and review by courts is very limited.
- c) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (a "Notice"). Any Notice to us should be addressed to General Counsel, White River Marine Group, L.L.C., 2500 East Kearney Street, Springfield, MO, 65898 (the "Notice Address"). Any Notice must (i) describe the nature and basis of the dispute, claim, or controversy and (ii) set forth the specific relief sought. If you and we do not reach an agreement to resolve the dispute, claim, or controversy within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or we shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.
- d) You and we agree, upon written demand made by you or us, to submit to binding arbitration of any and all disputes, claims, and controversies between you and us, whether based on statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to this warranty and/or your purchase of a TrailStar trailer, including contract disputes, tort claims, fraud claims and fraud-in-the-inducement claims, misrepresentation, statutory claims and/or regulatory claims arising out of or relating to your WRMG product or this warranty (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this warranty or this arbitration provision), or the scope or enforceability of this warranty, including the determination of the applicability of this agreement to arbitrate, and/or any other relationship or dispute between the parties (collectively, "Claims"). All parties retain the right to seek relief in a small claims court for Claims within the jurisdictional limits of the small claims court. The arbitration of any Claim shall be conducted by the American Arbitration Association (the "AAA") or any other arbitrator mutually agreed upon by you and us. In any event, the arbitration of any Claim shall be conducted in accordance with the AAA's Consumer Arbitration Rules (the "Rules"). The Rules are available online at www.adr.org or by calling 800.778.7879. In the event of any inconsistency between this arbitration provision and the Rules, such inconsistency shall be resolved in favor of this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation, and enforceability of this warranty, notwithstanding any other choice of law provision contained in this warranty.

- e) After the 30-day period in paragraph c) above has expired, either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. We may be given notice at the Notice Address.
- f) A panel of no less than three (3) arbitrators shall decide all Claims. The arbitrators shall be active members in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge.
- g) You and we agree that the arbitrators shall: (i) limit discovery to non-privileged matters directly relevant to the Claim; (ii) grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (iii) have authority to grant relief only with respect to Claims asserted by or against you individually; and (iv) provide a written statement stating the disposition of each Claim and a concise written explanation of the basis for the award and shall make specific findings of fact and conclusions of law to support any arbitration award. Unless inconsistent with applicable law, and except as otherwise provided herein, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. We will pay to the AAA any portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. If you are unable to pay the filing fee, we will pay it directly upon receiving a written request. We will pay all of the remaining administration fees and other costs, including the arbitrator's fees, for any non-frivolous Claim (measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure) that does not exceed \$15,000. For all other Claims, the arbitrators will decide whether we or you will ultimately be responsible for paying any fees or other costs in connection with the arbitration under the Rules. Any arbitration proceedings shall be conducted in the federal judicial district of your residence, and you will be given the opportunity to attend the proceeding and be heard. If your Claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrators, through a telephonic hearing, or by an in-person hearing in accordance with the Rules. Judgment upon any award rendered in arbitration may be entered in any court having competent jurisdiction.
- h) Demand for arbitration under this arbitration provision must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim is also barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with this arbitration provision.
- i) Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action or seeking enforcement of intellectual property rights. You and we agree that the taking of these actions or any other participation in such litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us.
- j) You may choose to opt out of these arbitration procedures within 30 days from the date you purchase your WRMG product ("Opt Out Deadline"). You may opt out of these arbitration procedures by completing the opt-out form located at www.trackerboats.com/arbitrationoptout and sending the opt-out form to the following notice address: Arbitration Director, White River Marine Group, L.L.C., 2500 E. Kearney Street, Springfield, Missouri 65898. Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your Claims in arbitration or small claims court.
- k) If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable.

CHOICE OF LAW; JURISDICTION AND VENUE

Except as set forth in binding arbitration clause above, this warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the state of Delaware without reference to the choice of law or conflicts of law principles thereof, and all claims relating to or arising out of this warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the state of Delaware without reference to the choice of law or conflicts of law principles thereof. To the extent any action is permitted under binding arbitration clause above to be heard in a court of competent jurisdiction, such action shall take place in the state or federal courts sitting in Kent County, Delaware, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by Delaware law.

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 warranty gives you specific legal rights. 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 White River Marine Group, 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: _____