

# SIERRA CUSTOMER SATISFACTION WARRANTY

## Limited Warranty:

SIERRA INTERNATIONAL INC. ("SIERRA") warrants its products to be free of defects in workmanship and materials for the life of the vessel on which they were originally installed (the "Warranty"). If a SIERRA product ever fails to perform as designed, SIERRA will repair or replace the defective product free of charge. The Warranty is subject to the additional terms, conditions and limitations set forth below.

## Warranty Claims for Professionally Installed Products:

For any allegedly defective product that was originally installed on a vessel by a dealer or other professional installer, in addition to repairing or replacing the product free of charge, SIERRA will also reimburse the customer for reasonable labor charges incurred to replace the part, and reasonable towing and other similar incidental expenses incurred as a result of the failure of the part. Labor will be calculated based on the installer's posted shop rate that is competitive with their local market rates. The original work order along with the original invoice and a copy of the new re-work order must be provided to SIERRA to file a claim for reimbursement of labor expenses. Towing charges will also be paid based on reasonable and customary rates in the local trading area. A copy of the original invoice for the towing service must be provided to SIERRA to file a claim for reimbursement of towing expenses.

## ALL PROFESSIONAL INSTALLER WARRANTY CLAIMS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

**WITHOUT LABOR CLAIM** - The dealer must return any allegedly defective SIERRA part to the distributor from whom it was purchased for analysis. The part shall be tagged with the SIERRA part number, date of purchase and the alleged cause of failure. The distributor will then forward the part to SIERRA with a request for credit. If the part is determined to be under the Warranty, SIERRA will issue credit for the part to the distributor. The distributor will reimburse the dealer. SIERRA will not issue credit for any parts that are not returned to SIERRA. Parts not manufactured or distributed by SIERRA will be held for disposition for 30 days.

**WITH LABOR CLAIM** – All warranty claims for which reimbursement of labor and/or towing expenses is sought are subject to prior authorization. Please call 217-324-9521 to discuss any such claim with a SIERRA representative. In order to process all claims quickly and efficiently, the following must be shipped directly to SIERRA via a traceable and insurable method (i.e. UPS, Federal Express, Registered U.S. Mail, etc.):

1. The allegedly defective part and any related damaged parts.
  2. A written estimate detailing the following information:
    - a. A complete list, including part numbers of all parts required for the warranty repair.
    - b. The shop labor rate and a breakdown of the time required for the repair.
    - c. The year, model and serial number of the warranted engine or drive.
    - d. The name and address of the distributor the parts were purchased from.
    - e. The name, address and phone number of the customer.
  3. The original work order or receipt detailing the initial installation of the allegedly defective part.
  4. Any receipts detailing additional expenses.
- Failure to provide required documentation and information may void all or part of the warranty coverage.

**Proof of delivery will be required on all lost shipments.**

**NOTE:** Concerning labor claims on older products that cannot be rectified due to the unavailability of OEM replacement parts; SIERRA reserves the right to extend only the market value of the OEM product.

Send claims to:  
**TECHNICAL SERVICE**  
**SIERRA INTERNATIONAL INC.**

1 Sierra Place  
Litchfield, IL 62056-3029  
**(217) 324-9428**

## Limitations:

THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SIERRA does not warrant against, and the Warranty shall be void with respect to, damages or defects arising out of any of the following:

- improper or abnormal use or handling of SIERRA's products;
- installation or use of a SIERRA product in a manner that is inconsistent with SIERRA's application information;
- defects in products or components not manufactured by SIERRA;
- non-SIERRA made products or components;
- products transferred from a vessel on which they were originally installed;
- products transferred from the engine on which they were originally installed.

This warranty also does not apply to products which have been altered or upon which repairs have been affected or attempted by persons other than pursuant to written authorization by SIERRA.

The sole and exclusive obligation of SIERRA shall be to repair or replace the defective products in the manner set forth above. SIERRA shall not have any other obligation with respect to the products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Warranty or otherwise, shall SIERRA be liable for any special, punitive or consequential damages.

SIERRA's employees or representatives' ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by customer, and are not a part of the warranty stated herein.

If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.

WARRANTY