



PUREWATERCRAFT

PURE WATERCRAFT LIMITED WARRANTY AGREEMENT

Effective as of May 26, 2021

A. Pure Watercraft Limited Warranty

This warranty (the “Pure Watercraft Limited Warranty”) applies to the Pure Outboard system (the “Product”), which consists of the Pure Watercraft Inc. (“Pure Watercraft”) outboard motor (“Outboard”), lithium-ion battery pack (“Battery Pack”), throttle controller, charger, and cables. Individual components of the Pure Outboard system purchased additionally or separately from a complete Pure Outboard system, are also considered the Product for the purposes of this Pure Watercraft Limited Warranty. The Pure Watercraft Limited Warranty applies only to new Products purchased from Pure Watercraft by the original purchaser of the Product (the “Purchaser”), subject to the Transfer of Warranty provision in Section E below. This Pure Watercraft Limited Warranty applies to recreational, commercial, and government use of the Product.

The Pure Watercraft Limited Warranty consists of (1) the Basic Limited Warranty, (2) the Battery Pack Limited Warranty, (3) the Outboard Limited Warranty, and (4) the Corrosion Limited Warranty, each of which is defined below. All repairs and replacements under the Pure Watercraft Limited Warranty will be performed by Pure Watercraft or an authorized representative selected by Pure Watercraft at its sole discretion. The decision to repair or replace the Product, or parts thereof, with a new or reconditioned Product or part is at the sole discretion of Pure Watercraft. The Pure Watercraft Limited Warranty is further subject to the exclusions and limitations in this agreement.

Warranty Period

The Pure Watercraft Limited Warranty begins on the date the Product is first delivered by Pure Watercraft to the Purchaser or the date on which the Product is first put into service, whichever occurs first, and provides coverage for the period based on the specified warranty as described in Section A below (the “Warranty Period”). Parts repaired or replaced, or the performance of service under the Pure Watercraft Limited Warranty, does not extend the life of the Pure Watercraft Limited Warranty beyond the Warranty Period.

Basic Limited Warranty

Subject to separate coverage, exclusions, and limitations in this agreement, Pure Watercraft warrants to the Purchaser that the Product is free of defects in material and workmanship that impair the performance or safe operation of the Product during the Warranty Period (the “Basic Limited Warranty”). The Basic Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of the Product, including parts thereof, for a period of 8 years.

Battery Pack Limited Warranty

Pure Watercraft warrants to the Purchaser that the Battery Pack is free of defects in materials and workmanship during the Warranty Period and will not have a state of health that falls below 70% of its original state of health during the Warranty Period, subject to the exclusions and limitations in this agreement (the “Battery Pack Limited Warranty”). The Battery Pack Limited Warranty covers repairs or replacements necessary to correct defects in the materials or workmanship of the Battery Pack, including parts thereof, and the repair or replacement of a Battery Pack that falls below 70% of its original state of health during the Warranty Period. The Battery is covered under this Battery Limited Warranty for a period of 8 years or 5,000 kWh of energy throughput, whichever comes first.

The Battery Pack, like all lithium-ion batteries, will experience gradual energy loss with time and use. Customary reduction in the maximum amount of energy stored in the Battery Pack over time or due to usage is not covered except to the extent specified in this Battery Pack Limited Warranty. Note that any cumulative boating time or range estimates are an imperfect measure of Battery Pack state of health because those estimates are affected by additional factors.

The Battery Pack warranty repair or replacement may not restore the unit to “like new” condition. For warranty claims specific to battery capacity, the repaired or replacement Battery Pack will be in a condition appropriate to the age and cumulative energy throughput sufficient to achieve or exceed the minimum Battery Pack capacity for the remainder of the warranty period of the original Battery Pack.

When repairing or replacing a Battery Pack for claims other than those specific to Battery Pack capacity, Pure Watercraft will ensure that the energy capacity of the repaired or replacement Battery Pack is at least equal in energy capacity to the original Battery Pack at the time the failure occurred, as confirmed by the system’s operational data or as expected of a Pure Watercraft Battery Pack of comparable usage.

Changes to the performance of the Battery Pack due to software updates are not covered under the Battery Pack Limited Warranty.

Outboard Limited Warranty

Pure Watercraft warrants to the Purchaser that the Outboard will be free of defects in materials and workmanship that impair the performance or safe operation of the Product during the Warranty Period, subject to the exclusions and limitations in this agreement (the “Outboard Limited Warranty”). The Outboard Limited Warranty covers repairs or replacements necessary to correct defects in the materials or workmanship of the Outboard, including parts thereof, under normal use for a period of 8 years or 30,000 kWh of energy throughput, whichever comes first.

Corrosion Limited Warranty

Pure Watercraft warrants to the Purchaser that the Product will not be rendered inoperable as a result of corrosion directly caused by a defect in material or workmanship, subject to the exclusions and limitations in this agreement (the “Corrosion Limited Warranty”). The Corrosion Limited Warranty covers the repair or replacement of any part of the Product that is rendered inoperative as a direct result of corrosion due to a defect in material or workmanship for a period of 8 years, under normal use.

B. Warranty Limitations

Damage (including corrosion) to the Product or its parts resulting from the following activities is not covered under any part of the Pure Watercraft Limited Warranty:

- Damage from intentional actions such as abusing or destroying the Product or parts thereof;
- Damage resulting from misuse or neglect of the Product or parts thereof,
- Damage resulting from attempts to open or modify the Product or parts thereof, or to remove parts from the Product;
- Damage resulting from failing to promptly comply with warnings or service notifications;
- Damage resulting from abnormal physical stress to the Product or parts thereof;

- Damage resulting from accidents, collisions, or objects striking any part of the Product or parts thereof;
- Damage resulting from running a vessel powered by the Product, the Product, or any parts thereof aground;
- Damage resulting from negligence or failure to provide reasonable care;
- Damage resulting from failure to transport or trailer the Product as specified in the Pure Outboard User Guide;
- Normal wear or deterioration, including but not limited to discoloration, depressions, and paint chips;
- Damage resulting from attempting to extend or reduce the life or performance of the Battery (other than as specified in documentation provided by Pure Watercraft);
- Damage resulting from exposing any part of the Product to direct flame;
- Damage resulting from flooding the Product or any part thereof;
- Damage resulting from mishandling during service, repair, alteration, or opening of the Product or any part thereof by a repair facility that is not authorized by Pure Watercraft;
- Damage resulting from theft, vandalism, or riot;
- Damage resulting from an act of God or nature, including but not limited to a fire, explosion, earthquake, windstorm, lightning, hail, or flood;
- Damage to hardware or software resulting from any modifications or unauthorized access to system data, including but not limited to viruses, bugs, malware, or any other form of interference or cyber attack;
- Damage resulting from the improper installation, connection to the Product, or use of an accessory or part that was not manufactured, sold, or tested by Pure Watercraft;
- Damage resulting from operation of the Product in a manner inconsistent with the recommended operation as outlined in the Pure Outboard User Guide;
- Damage resulting from failure to maintain or store the Product in a manner consistent with the recommended practices as outlined in the Pure Outboard User Guide;
- Damage resulting from improper installation or improper testing not performed by an authorized Pure Watercraft service provider;
- Damage due to marine growth, infestation or other non-human animal activity;
- Surface or cosmetic corrosion that does not impact system operation;
- Damage, including corrosion, resulting from improper application of coatings or other adhesives, including but not limited to paint, by a service provider that is not authorized by Pure Watercraft.

C. Purchaser's Exclusive Remedy

To obtain warranty service, the Purchaser must notify Pure Watercraft in writing within the applicable Warranty Period. Warranty claims are made through Pure Watercraft Customer Service, which can be contacted by mail at 2151 N. Northlake Way, Suite 210, Seattle, WA 98103 or by email at info@purewatercraft.com.

To obtain service under the Pure Watercraft Limited Warranty, each of the following conditions must first be met:

1. Purchaser gives written notice of each warranty claim to Pure Watercraft within thirty (30) days after Purchaser discovers, or reasonably should have discovered, any claimed defect;
2. Purchaser gives written notice of each warranty claim to Pure Watercraft within the applicable Warranty Period; and

3. Purchaser takes and sends pictures of the Product to Pure Watercraft as reasonably requested by Pure Watercraft in advance of any warranty claim determination or performance of service.
4. Purchaser provides Pure Watercraft with a reasonable opportunity and reasonable access to the Product in order to perform warranty service and remedy the warranty claim.

If the service provided is not covered by the Pure Watercraft Limited Warranty, the Purchaser shall pay for all related labor and material and any other expenses associated with that service. The Purchaser shall not, unless requested by Pure Watercraft, ship the Product or parts of the Product directly to Pure Watercraft.

Pure Watercraft will act upon its obligations under the Pure Watercraft Limited Warranty as rapidly as possible, but cannot guarantee any specific completion date due to the different nature of claims which may be made and services which may be required.

Pure Watercraft shall in no way be responsible for any repairs not pre-authorized by a Pure Watercraft employee with such authority to approve such services.

Payment of Tax on Repairs

Some jurisdictions and/or local governments may require that tax be collected on warranty repairs or replacements. Where applicable law requires, the Purchaser is responsible for payment of these taxes.

THIS SECTION C SETS FORTH THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND PURE WATERCRAFT'S ENTIRE LIABILITY FOR ANY BREACH OF THE PURE WATERCRAFT LIMITED WARRANTY SET FORTH IN SECTION A.

D. DISCLAIMER AND LIMITATION OF LIABILITY

DISCLAIMER

THIS IS A LIMITED WARRANTY. PURE WATERCRAFT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN. TO THE EXTENT ALLOWED BY LAW, THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO THE SHORTER OF THE LIMITATIONS PERIOD DEFINED BY APPLICABLE LAW OR THE WARRANTY PERIOD APPLICABLE TO THE PARTICULAR WARRANTED PART, COMPONENT, OR DEFECT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

THE FOLLOWING ARE EXCLUDED FROM THIS WARRANTY AND ARE TOTALLY DISCLAIMED BY PURE WATERCRAFT: ALL GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR ENHANCED DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, DIMINUTION IN VALUE, LOSS OF TIME, INCONVENIENCE AND/OR LOSS OF USE, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PURE WATERCRAFT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IT IS

THE INTENT OF THE PARTIES THAT THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS THE REPAIR OR REPLACEMENT OF THE PRODUCT OR ITS ALLEGEDLY DEFECTIVE COMPONENT PART(S) AND THAT NO OTHER LEGAL OR EQUITABLE REMEDIES SHALL BE AVAILABLE TO SAID PURCHASER. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. PURE WATERCRAFT'S OBLIGATION WITH RESPECT TO THIS WARRANTY IS LIMITED TO MAKING REPAIRS TO OR REPLACING THE DEFECTIVE PART(S) AND NO CLAIM FOR BREACH OF WARRANTY SHALL BE CAUSE FOR CANCELLATION OR RESCISSION OF THE CONTRACT OR SALE FOR ANY PRODUCT MANUFACTURED BY PURE WATERCRAFT.

How Local & State Law Relates to the Pure Watercraft Limited Warranty

This warranty gives you specific legal rights, and you may also have other rights which vary by state and jurisdiction.

E. General Terms

Purchasers' Responsibility

It is the responsibility of the Purchaser to operate and maintain the Product as instructed in the Pure Watercraft User Guide and to install all software and firmware updates made available by Pure Watercraft promptly (unless a different time frame is specified by Pure Watercraft).

Voided Warranty

Failure to follow the instructions and recommendations regarding the use and operation of the Product shall void the Pure Watercraft Limited Warranty. This includes, but is not limited to:

- Taking steps for proper care as outlined in the Pure Outboard User Guide;
- Promptly installing software and firmware updates when available;
- Promptly complying with any recall advisories;
- Ensuring all necessary care and repairs are performed in accordance with this Pure Watercraft Limited Warranty and the Pure Outboard User Guide..

Transfer of Warranty

Unexpired warranty coverage for the Pure Watercraft Limited Warranty can be transferred from the Purchaser to a new owner upon proper re-registration of the Product. The request for transfer must be made in writing by the new owner and sent within thirty (30) days of the date of his/her purchase of the Product by email to info@purewatercraft.com or by mail to 2151 N. Northlake Way, Suite 210, Seattle, WA 98103. The request must include a copy of the original Pure Watercraft bill of sale and the new owner's name, mailing address, email address and phone number.

Third-Party Products

Products manufactured by a third party (a "Third-Party Product") may contain, be contained in, incorporated into, attached to or packaged together with the Product. Third-Party Products are not covered by the Pure Watercraft Limited Warranty. For the avoidance of doubt, Pure Watercraft makes no representations or warranties with respect to any Third-Party Product.

Modifications and Waivers

Pure Watercraft does not authorize any person to create or assume for it any other obligation or liability with respect to its products. The sales personnel or other employees of Pure Watercraft are not authorized to make warranties concerning Pure Watercraft products. No website or other written or pictorial presentation constitutes a warranty or representation as to any aspect of Pure Watercraft's products.

Pure Watercraft reserves the right to make changes at any time, without notice, to its products, prices, or warranties. Pure Watercraft shall be under no obligation to equip or modify the Product, other than pursuant to this Pure Watercraft Limited Warranty.