

Thruster Limited Warranty Policy

1. The Warrantor and Coverage Scope

DOCKSTAR LLC warrants that the equipment, including its parts, materials, and embedded software, is **free from defects in material and workmanship**. This applies provided the product is used for the purpose for which it is intended and under normal use and maintenance service.

This warranty is provided to the **first original retail purchaser/owner**.

2. Duration of Coverage

The warranty period begins on the date the product is **first sold to the retail purchaser** or the date the product is **first put into service**, whichever occurs first.

1. **Standard/Recreational Use:** The warranty period for the entire product is **two (2) years**.
2. **Commercial Use:** The warranty period for commercial use is **one (1) year**. Typical commercial uses are charter boats, rental fleets, or fishing guides. Prior written approval from the Warrantor is required before using a product for commercial purposes.

3. Purchaser's Responsibilities and Conditions

To obtain and maintain warranty coverage, the purchaser must meet several conditions:

- **Proper Maintenance and Records:** The purchaser is responsible for performing **all regular maintenance** in compliance with the schedule found in the applicable User's Guide. The owner must **maintain records** of service and maintenance performed. **Failure to comply with the maintenance schedule and to keep records may void the warranty.**
- **Installation and Operation:** The product should be operated only by persons who have read and understood the instructions. Improper installation, maintenance, or operation will render the manufacturer not liable for damages.
- **Reporting Defects:** Visible faults must be reported immediately, or **within 14 days at the latest**, in writing and specified, to Warrantor, dealer, distributor, or importer. Other faults must be reported within 14 days of being noticed or when they should have been noticed by the owner.

4. Remedy and Claims Process

1. **Warrantor's Obligation:** The Warrantor's sole and exclusive obligation under this warranty is limited to, at the Warrantor's sole option, repairing a defective part, replacing such part (with new or certified remanufactured parts), or refunding the purchase price of the product. This remedy is the customer's sole and exclusive remedy for any breach of warranty.
2. **Battery Coverage:** The product's battery is deemed a non-wearable component and is explicitly covered under this warranty. Defective batteries will be repaired or replaced by the Warrantor in accordance with the standard terms of this policy.
3. **Product Ownership:** Products or parts replaced under warranty will automatically become the property of the Warrantor.
4. **Making a Claim:** Warranty claims can be made with the Warrantor or through the authorized dealer, distributor, or importer.
5. **Costs:** The customer must make the product available for inspection. The purchaser shall generally pay all related transportation charges and/or travel time. Delivery costs incurred in the warranty process are at the customer's charge.

5. What is Not Covered (Exclusions and Limitations)

The warranty **does not cover** the following situations or components:

- **Routine Items and Wear:** Routine maintenance items or adjustments. Parts liable to **normal wear and tear**.
- **Wearable Parts:** Parts subject to wear, such as propellers, antennas, paint, track guides, gaskets, and lubricants.
- **Improper Use/Neglect/Damage:**
 - Faults caused by **abuse, abnormal use, or misuse**.
 - Damage caused by **neglect or lack of care** by the owner or user.
 - Overheating, overloading, or improper treatment.
 - Operating the thruster without load (water).
 - Damage caused by freezing.
 - Using the product for an application other than intended or specified.
- **Breaking the seal:** unsealing and removing the faceplate or motors.
- **Unauthorized Alterations:** Modifications to the construction without written approval from the Warrantor.
- **Non-Original Parts:** Fitting non-original parts.
- **External Causes:** External calamity or acts of God.
- **Consequential Costs:** Expenses related to haul-out, launch, towing, storage, travel, loss of time, loss of income or profit, loss of use, crane costs, dock charges, or costs incurred to make the product accessible.

6. Transferability

- Warranty coverage for **Standard/Recreational-use** is transferable to a subsequent **Standard/Recreational-use** purchaser. Note that the 2-year warranty period began on the date the product was first sold to the original purchaser.
- Warranty transfer between Standard/Recreational-use owners should be reported to DOCKSTAR within 30 days of sale by submitting the Warranty Transfer Application. The form is attached at the end of this Warranty.
- Warranty coverage cannot be transferred to or from a **Commercial-use** purchaser.

7. Disclaimers

- **Implied Warranties:** The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed. To the extent implied warranties cannot be disclaimed, they are limited in duration to the life of the express warranty.
- **Severability:** If any term or provision of this Warranty is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Warranty. The remaining provisions shall continue in full force and effect as if the invalid or unenforceable portion had never been included.
- **Consumer Rights:** This Warranty grants specific legal rights, and the owner may also have other legal rights that vary by state or country.
- **Governing Law and Jurisdiction:** This Warranty shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of law principles. The United



Nations Convention on Contracts for the International Sale of Goods shall not apply. Any legal action, suit, or proceeding arising out of or relating to this Warranty shall be instituted exclusively in the federal or state courts located in Kitsap County, Washington, and each party irrevocably submits to the personal jurisdiction of such courts.

Warrantor's Contact Information

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