



LIMITED WARRANTY - JUNE 1, 2008

LIMITATION OF WARRANTIES AND DAMAGES

THE WRITTEN WARRANTIES PROVIDED HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. SBT SHALL NOT BE LIABLE TO THE USER OR BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY TYPE. THE EXCLUSIVE REMEDY OF THE USER OR BUYER AND THE LIMIT OF THE LIABILITY OF SBT, FOR ALL LOSSES, DAMAGES, OR INJURIES FROM THE USE OF SBT PARTS, PRODUCTS, OR REPAIRS (INCLUDING CLAIMS BASED UPON CONTRACT NEGLIGENCE, STRICT LIABILITY, OR TORT) SHALL BE THE REPLACEMENT OR REPAIR REMEDIES SPECIFIED UNDER THE WRITTEN WARRANTIES SET FORTH HEREIN BELOW. THESE TERMS ARE AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES BASED UPON THE PRICE OF SALE NEGOTIATED HEREIN.

SBT warrants its standard engines for a period of one (1) year from the date of the original purchase against any failure that would require replacement. SBT's obligations hereunder are limited to the repair or replacement of the engine. The foregoing are the Buyer's exclusive remedies. The terms of the limited warranty are expressed on SBT's standard invoice and the terms are incorporated herein.

All warranty claims must be furnished to SBT, in writing, within a period of fourteen (14) days from the Buyer's discovery of any defect or problem covered herein or must be reported to SBT, via telephone, with the issuance of a specific RGA number. Telephonic notice shall not be effective unless an authorization number is issued by SBT. From the date of notice to SBT, the Buyer must return the defective unit within thirty (30) days to SBT postage prepaid otherwise, all warranties hereunder are null and void. SBT assumes no liability for product returned to the factory without prior written approval. An approved warranty must arrive at SBT, properly marked with the SBT issued RGA number on the box and on any paperwork enclosed. The product must arrive including only the original parts supplied by SBT with the original purchase. SBT is not responsible for any extra parts left on your engine, crankshaft, or other core items. Any parts left on your warranty return will be discarded by SBT.

SBT assumes no liability for labor charges or damage to other components or assemblies resulting from failure of the engine. This warranty does not apply to an engine which has been subject to modification or has been disassembled, including, but not limited to, removal of the head. Any warranty work performed by SBT does not extend the original warranty period of one (1) year from the date of original purchase. The express written warranties set forth herein constitute the only warranties made by SBT in connection with this transaction. As noted herein below, all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.

This warranty does not apply to personal watercraft (PWC) used for rental or commercial purposes. SBT offers no warranty for PWCs used for rental or commercial purposes. Your account must be current and in good standing before SBT will perform any warranty work.

In the event that a Buyer asserts any claim against SBT, under the aforementioned warranties or otherwise, and if said claims are not resolved through negotiations between parties then all such claims and disputes shall be subject to non-binding mediation in Pinellas County, Florida, as a condition precedent to Buyer's asserting any legal action against SBT. Said mediation shall be conducted by a certified mediator under the laws of the state of Florida, and each part shall be responsible for paying an equal share of all mediation costs. This mandatory mediation shall be a condition precedent to the filing of any legal action or lawsuit. If said claims are not settled through mediation, all legal actions or lawsuits shall be brought exclusively in Pinellas County, Florida, and the prevailing party shall be entitled to attorneys' fees and costs. The terms of this agreement shall be enforceable by any court of competent jurisdiction.

Venue for the enforcement of this agreement for the resolution of any dispute between the Buyer and SBT shall be adjudicated in Pinellas County, Florida, and venue for all suits shall be fixed in Pinellas County, Florida.