



Vexus® Fiberglass Boats and Trailers Limited Warranty (North American Purchasers)

Advanced Marine Performance®, LLC dba Vexus® Boats (“Vexus®” or “We” or “Us”) agrees to provide this limited warranty, and by accepting delivery of your Vexus® fiberglass boat and/or trailer you likewise agree to the written terms of this limited warranty. This limited warranty gives you specific legal rights and you may have other rights that vary from state to state.

A. LIMITED WARRANTY COVERAGE

Vexus® warrants to you as the first North American retail purchaser of this Vexus® fiberglass boat and/or trailer, or to you if you are an eligible second North American retail purchaser as described below (“you”), that Vexus® will repair or replace covered defects in materials or workmanship that occur and are reported to Vexus® or its authorized dealer within the applicable limited warranty periods, subject to the terms, conditions and exclusions stated below. All warranty periods run from the date of delivery of the fiberglass boat and/or trailer to the first North American retail purchaser, unless delivery to that first North American retail purchaser takes place more than twenty-four (24) months after the date of manufacture, in which case the limited warranty period runs from the date of manufacture, not the date of delivery. All limited warranties run concurrently. Any question on whether a defect requires repair instead of replacement, or vice-versa, will be for Vexus® to determine in its best and sole judgment.

Coverage for Structural Hull Defects

A “Structural Hull Defect” means a substantial defect in the fiberglass boat hull which causes the fiberglass boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions. The “Hull” shall mean the single fiberglass molded shell and integral structure within that shell, including stringers, floorboards, transom and related structural reinforcements, all of which are below the Hull flange (i.e. gunwale).

For the first North American retail purchaser of a new Vexus® fiberglass boat, the limited warranty coverage period for Structural Hull Defects runs for as long as that first North American retail purchaser continuously owns the boat. For an eligible second North American retail purchaser as spelled out below, the limited warranty coverage period for Structural Hull Defects will run for up to ten (10) years from the date the limited warranty period began to run for the first North American retail purchaser, but no longer.

Coverage for Non-Structural Parts and Components

For the following listed non-structural parts and components, the limited warranty coverage period runs for three (3) years:

1. Carpet fade
2. Steering helm, cylinder, hoses and cables
3. Aeration pumps, valves and timers
4. Bilge pump
5. Fiberglass boat electrical system
6. Seat pedestals
7. Fuel tanks
8. Deck hardware such as locks, cleats and fasteners
9. Factory installed battery charger(s)

For any remaining covered non-structural parts and components, the limited warranty period runs for one (1) year.

For Factory Installed options, the limited warranty coverage period runs for one (1) year.

Coverage for Vexus® Trailer: The limited warranty period runs for three (3) years, except that for exterior cosmetic gel coat or Hard Case™ Painted Finish on Vexus® trailers, the periods specified below for gel coat and Hard Case™ Painted Finish shall apply.

Coverage for Exterior Cosmetic Gel Coat or Hard Case™ Painted Finish of Boats and Trailers: The limited warranty period for exterior cosmetic gel coat runs for one (1) year, and for exterior Hard Case™ Painted Finish runs for two (2) years, for cracking, crazing, peeling, and fading.

Second Purchaser Coverage

This limited warranty extends and is issued only to the first North American retail purchaser. However, any remaining second North American retail purchaser limited warranty coverage that is allowed to be transferred by the terms of this limited warranty may be transferred to an eligible second North American retail purchaser for a non-refundable recording fee of \$200 (made payable to your authorized Vexus® dealer), which must be paid within fifteen (15) days of the second North American retail purchaser's date of purchase. However, to be eligible for the transfer of such second purchaser coverage, if any, the second North American retail purchaser must purchase the fiberglass boat and/or trailer directly from the original North American retail purchaser or from an authorized Vexus® fiberglass dealer. Proof of the second North American retail purchaser's purchase date is required. This limited warranty may only be transferred **once**. Vexus® reserves the right to reject a limited warranty transfer request that is otherwise allowable to an eligible second North American retail purchaser, if the transferred coverage is for a Vexus® fiberglass boat and/or trailer that has been damaged, neglected or otherwise previously excluded from limited warranty coverage.

B. LIMITATION/EXCLUSION OF IMPLIED WARRANTIES

This written limited warranty is the sole and exclusive express warranty from Vexus® regarding your Vexus® fiberglass boat and/or trailer and there are no other express warranties which extend beyond those outlined in this limited warranty. There are no implied warranties from Vexus®, unless required under applicable law, and ALL IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED WHERE ALLOWED BY APPLICABLE LAW. ANY IMPLIED WARRANTIES (IF APPLICABLE) ARE LIMITED TO THE MINIMUM PERIOD OF TIME ALLOWED UNDER APPLICABLE LAW. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

C. WHAT THIS LIMITED WARRANTY DOES NOT COVER

Vexus® does not provide any warranty coverage for, nor have any liability or responsibility for any defects, costs, expenses or damages relating to the following:

1. A fiberglass boat or trailer purchased from any party other than an authorized Vexus® dealer or the first North American retail purchaser.
2. A fiberglass boat and/or trailer, including its components, that has been altered or modified so as to adversely affect its operation, performance or durability, as determined by Vexus®, or a fiberglass boat and/or trailer that has been salvaged, declared a total loss, or a constructive total loss, for any reason not covered in this limited warranty.
3. Any damage resulting from an accident or impact with another object or any damage caused by an act of nature.
4. Damage, breakage and leakage around windshields, hatches or other designed openings.
5. Painted or gel coat finishes (except as noted above), including blistering, chalking, discoloration; plastics; plated or painted metal; stainless steel finishes and anti-fouling bottom paint.
6. Damage (including due to rainwater leakage), deterioration, fraying, tearing, wearing or shrinkage of carpet or any other flooring material, upholstery (including fabric and vinyl), exterior canvas, enclosures, weather covers or other soft goods.
7. A fiberglass boat that has been overpowered, according to the fiberglass boat's maximum recommended engine horsepower, or overloaded in excess of the maximum limits as stated on the U.S. Coast Guard Capacity Plate.
8. A fiberglass boat with an engine setback plate that is not factory approved.
9. Estimated characteristics such as weight, speed and fuel consumption or other estimated performance characteristics.
10. A fiberglass boat and/or trailer that has been misused or used in a negligent manner; used for racing, speed or endurance contests; used for rental, commercial, military, government or other similar non-pleasure craft purposes; used without normal maintenance; operated contrary to any instruction furnished by Vexus®; or operated in violation of any federal, state, local, Coast Guard or other governmental agency laws, rules or regulations .

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11. Dealer preparation, cleaning, final adjustments and alignments in preparing the fiberglass boat and/or trailer for delivery.
12. Trailer tires; trailer paint chipping (except as noted above for Hard Case™ Painted Finish, rust/corrosion, and axle alignment; and trailer components manufactured by companies other than Vexus®).
13. Damage to trailers from use in salt or brackish water, except those trailers designed for salt/brackish water use.
14. Damage caused to a fiberglass boat by improper lifting or trailering or by mismatching of a Vexus® fiberglass boat to a trailer; or by failure to properly secure the fiberglass boat to a trailer.
15. Engines, powertrains, outdrives, controls, propellers, batteries, trailers and other equipment, accessories or components that are not manufactured by Vexus®, whether or not they are warranted by other manufacturers. **Note:** it is the purchaser's responsibility to complete any warranty registration procedure that may be applicable to these components.
16. Any failure or defect arising from a previous repair made by a non-authorized service provider, unless preapproved by Vexus®.
17. Structural welds in the T-top or hardtop tubular frames that have been modified or forced to bear excessive weight.
18. Any redesign of the Vexus® fiberglass boat and/or trailer.

D. EXCLUSIVE REMEDY AND LIMITATION OF DAMAGES

THE SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY AND ANY APPLICABLE IMPLIED WARRANTY IS THE REPAIR OR REPLACEMENT, AT VEXUS®'S SOLE OPTION, OF WARRANTED PARTS AND COMPONENTS. VEXUS® EXCLUDES AND DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF TIME, INCONVENIENCE, INSTALLMENT PAYMENTS, INSURANCE PAYMENTS, MARINA FEES, RETAIL CHARGES, TRAVEL EXPENSES, LOSS OF USE, HAUL OUT, LAUNCH, TOWING AND/OR STORAGE CHARGES, LOSS OF OR DAMAGE TO PERSONAL PROPERTY OR OTHER SIMILAR COSTS AND EXPENSES, OR ANY CLAIM NOT SPECIFICALLY COVERED BY THIS LIMITED WARRANTY. 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. Any legal action alleging breach of any applicable warranty coverage must be brought within one (1) year from the date the alleged breach first occurred, or the shortest period allowed under applicable law, whichever is earlier.

E. HOW TO ACTIVATE LIMITED WARRANTY COVERAGE

In order to activate limited warranty coverage on their fiberglass boat and/or a trailer, the first North American retail purchaser must warranty register the fiberglass boat and/or trailer through an authorized Vexus® fiberglass dealer via the Vexus® online dealer extranet, within fifteen (15) days of delivery of the fiberglass boat and/or trailer. All information received by Vexus® via the limited warranty registration or transfer process shall be the property of Vexus®, and submission of information, directly or indirectly, via the limited warranty registration process shall, to the extent permitted by applicable law, be deemed to constitute consent by the purchaser and fiberglass dealer to Vexus®'s use of such information at any time for all purposes allowed by law, including use of that information by third parties selected by Vexus®. You may opt to not have your personal information disclosed to third parties and/or to not receive marketing materials from Vexus® by sending a written request to: Vexus® Boats Warranty Department, 727 West Industrial Park Road, Flippin, AR 72634.

F. HOW TO OBTAIN LIMITED WARRANTY SERVICE

To obtain limited warranty service, you must return the fiberglass boat and/or trailer, including any alleged defective part, to an authorized Vexus® fiberglass dealer. Vexus® must receive written notice of all limited warranty claims prior to the expiration of the limited warranty period and be allowed an opportunity to resolve them. The authorized Vexus® fiberglass dealer will carry out the limited warranty procedures (e.g. repairs, claims submissions to Vexus®, etc.) on the purchaser's behalf. All limited warranty work must be performed at an authorized Vexus® fiberglass dealer, at the Vexus® factory or at another repair facility that Vexus® selects. The purchaser is responsible for the expenses associated with transporting the fiberglass boat and/or trailer to and from the repair facility.

G. OTHER NOTES

VEXUS® reserves the right to make changes in the design of its products, and changes or improvements to its products, at any time, including during a product year, without imposing any obligation upon Vexus® to alter any of its products that were previously manufactured.

The exclusive jurisdiction and venue for any court action commenced by you under or relating to this limited warranty or any implied warranty(ies) shall be in the Arkansas State Circuit or District Court for Marion County, Arkansas, or in the United States (Rev. 05/20)

District Court for the Western District of Arkansas. 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 Arkansas law.

This document contains the entire limited warranty provided by Vexus®. Any questions concerning the scope of this limited warranty should be directed to Vexus®. The terms and conditions contained in this limited warranty may not be modified, altered or waived by any action, inaction or representation, whether oral or in writing, except upon the express, written authority of a senior management level employee of Vexus®; Vexus® does not authorize any person or persons, including Vexus® fiberglass dealers, to change the terms of this limited warranty. Your authorized Vexus® fiberglass dealer is an independent business, authorized to sell and service Vexus® products, but is not an agent of Vexus®. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

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