



## **EXCEL® BOAT LIMITED WARRANTY**

Excel Boats (“Excel”) warrants to you, the first North American retail purchaser of this 2016 or newer model year Excel aluminum boat, that it will repair or replace, at its sole discretion, defects in materials or workmanship that occur and are reported to Excel, or its factory authorized aluminum dealer, within the applicable limited warranty periods, subject to the terms, conditions and exclusions set forth below. Your acceptance of delivery of the warranted Excel aluminum boat constitutes your acceptance of the terms of this limited warranty. This limited warranty gives you specific legal rights and you may have other rights which may vary from state to state.

This limited warranty is the sole and exclusive express warranty from Excel regarding your 2016 or newer Excel aluminum boat and there are no express warranties which extend beyond those outlined in this limited warranty. There are no implied warranties from Excel, unless otherwise 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.

### **Structural Hull Limited Warranty:**

**External Structural Hull Welds:** For the first North American retail purchaser, the limited warranty period for Structural Hull Defects (defined below) in external structural hull welds runs for the duration of their period of ownership. For the second North American retail purchaser (if applicable), the limited warranty period for Structural Hull Defects in the external structural hull welds runs for five (5) years.

**Internal Structural Hull Components (stringers, ribs, bulkheads and transom):** The limited warranty period for Structural Hull Defects in internal structural hull components runs for five (5) years.

A “Structural Hull Defect” shall mean a substantial defect in the aluminum boat hull’s external structural welds or internal structural hull components (stringers, ribs, bulkheads and transom) which causes the aluminum boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

**Non-Structural Parts And Components Limited Warranty:** The limited warranty period runs for one (1) year for the following non-structural parts and components: 1. Carpet fade 2. Steering helm, cylinder, hoses and cables 3. Aeration pumps, valves and timers 4. Bilge pump 5. Aluminum boat electrical system 6. Seat pedestals 7. Fuel tanks 8. Deck hardware such as locks, cleats and fasteners 9. Factory installed battery charger(s). The limited warranty period runs for one (1) year for the remaining non- structural parts and components.

Exterior Cosmetic Painted Finish (Peeling) Of Aluminum Boats Limited Warranty: The limited warranty period runs for one (1) year for major paint failure. Not covered under warranty is contamination due to fuel and chemicals as well as abuse.

The applicable limited warranty period for both the First and Second (if applicable) North American retail purchasers runs from the date of delivery of the aluminum boat to the first North American retail purchaser, provided that the aluminum boat is delivered to that purchaser within twelve (12) months from the date of its manufacture. For an aluminum boat delivered to that purchaser more than twelve (12) months after the date of its manufacture, the limited warranty period runs from the date of its manufacture plus six months, not from the date the aluminum boat was delivered to that purchaser. All limited warranties run concurrently. The condition of the paint at time of delivery is as is from the respective dealer.

This limited warranty extends only to the first North American retail purchaser. However, it may be transferred to a second North American retail purchaser for a non-refundable recording fee of \$200 (made payable to your authorized aluminum dealer), which must be paid within fifteen (15) days of the purchase, provided the second North American retail purchaser purchases the aluminum boat from the original purchaser or an authorized Excel aluminum dealer. Proof of the purchase date is required. The transfer must occur within five (5) years of the original retail sale.

This limited warranty may only be transferred once. Excel reserves the right to reject a limited warranty transfer request for an Excel aluminum boat that has been damaged, neglected or otherwise previously excluded from limited warranty coverage.

**THIS LIMITED WARRANTY DOES NOT COVER:**

1. An aluminum boat purchased from any party other than an authorized Excel aluminum dealer or the first North American retail purchaser.
2. An aluminum boat, including its components, that has been altered or modified so as to adversely affect its operation, performance or durability, as determined by Excel, or an aluminum boat 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 (except as noted above) or gel coat finishes, including blistering, chalking, discoloration, cracking, crazing or stars; wood finishes (varnish, stains and paints); 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, upholstery (including fabric and vinyl), exterior canvas, enclosures, weather covers or other soft goods.
7. An aluminum boat that has been overpowered, according to the aluminum 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. An aluminum boat with an engine setback plate that is not factory installed.
9. Estimated characteristics such as weight, speed and fuel consumption or other estimated performance characteristics.
10. An aluminum boat that has been misused or used in a negligent manner; an aluminum boat that has been used for racing, speed or endurance contests; used for rental; used without normal maintenance; operated contrary to any instruction furnished by Excel, improperly lifted or altered; improperly secured to a trailer or operated in violation of any federal, state, local, Coast Guard or other governmental agency laws, rules or regulations.

11. Dealer preparation, cleaning, final adjustments and alignments in preparing the aluminum boat for delivery.
12. Damage caused by improper trailering or mismatching of an Excel aluminum boat to a trailer; or failure to properly secure the aluminum boat to a trailer.
13. Damage to aluminum hulls from use in salt or brackish water unless that hull model is specifically designated for such use.
14. Engines, powertrains, outdrives, controls, propellers, batteries and other equipment, accessories or components that are not manufactured by Excel, 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.
15. Any failure or defect arising from a previous repair made by a non-authorized service provider, unless preapproved by Excel.
16. Any defect that results in the redesign of the Excel aluminum boat.

THE SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY AND ANY APPLICABLE IMPLIED WARRANTY IS THE REPAIR OR REPLACEMENT, AT EXCEL'S SOLE OPTION, OF WARRANTED PARTS AND COMPONENTS. EXCEL 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.

In order to activate limited warranty coverage on their aluminum boat, the first North American retail purchaser must warranty register the aluminum boat by completing and submitting the warranty registration card to Excel Boat Company, 7956 South, 1530 West, West Jordan, Utah 84088 within fifteen (15) days of delivery of the aluminum boat. All information received by Excel via the limited warranty registration or transfer process shall be the property of Excel, 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 aluminum dealer to Excel's use of such information at any time for all purposes allowed by law, including use of that information by third parties selected by Excel. You may opt to not have your personal information disclosed to third parties and/or to not receive marketing materials from Excel by sending a written request to: Excel Boats Warranty Department: 7956 South, 1530 West, West Jordan, Utah 84088.

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

This document contains the entire limited warranty provided by Excel. Any questions concerning the scope of this limited warranty should be directed to Excel. 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 Excel. Excel does not authorize any person or persons (except a senior management level employee of Excel), including Excel aluminum dealers, to change the terms of this limited warranty. (Note that your authorized Excel aluminum dealer is an independent business, authorized to sell and service Excel products, but is not an agent of Excel.) Excel reserves the right to change or improve the design or manufacture of Excel aluminum boats without obligation to modify any aluminum boat previously manufactured.

Excel Boat Company, 7956 South, 1530 West, West Jordan, Utah 84088 801.352.8011