



PLEASURE

5 YEAR LIMITED WARRANTY

APEX Inflatables warrants the seams of the APEX tubes, and the fabric used in the construction of the tube on all APEX Inflatable Boats for a period of five (5) years from the date of original purchase provided that, an outboard motor, in excess of the maximum horsepower listed on the identification plate fastened to the transom, is not used or not been used to power or propel the boat. Hull and transom, floorboards, oars, handles, towing rings and all other APEX attachments or accessories attached to, or purchased for attachment to, or use on APEX Inflatable Boats are warranted for a period of one (1) year from the date of original purchase against defects in workmanship or material. The warranty will become effective the date of original registration card, properly completed within thirty (30) days of purchase. Failure to return the registration card within this time will make this warranty null and void. If, within the applicable warranty period, your new inflatable boat is proved to Apex's satisfaction to be defective, at Apex's sole option, APEX will either replace or repair the defective part(s) without charge.

The warranty coverage is extended to the original purchaser only and may not be transferred. This warranty shall not apply if the APEX Inflatable Boat is subject to negligence, accident, improper operation or trailering, improper maintenance or storage, commercial or abnormal use or application, or to damage by circumstances beyond Apex's control, including but not limited to, puncture, tearing, ripping, abrasion, or ordinary wear and tear. This warranty applies only to those parts and components manufactured by APEX and installed by factory personnel.

THIS WARRANTY IS EXCLUSIVE AN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, THIS WARRANTY EXPRESSLY EXCLUDES IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT AS SPECIFICALLY SET FORTH WITHIN THIS WARRANTY. APEX'S SOLE OBLIGATION, AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY, IS LIMITED TO REPAIR OR REPLACEMENT, AT APEX'S OPTION, FOR PARTS FOUND TO BE DEFECTIVE. IN THE EVENT EXACT REPLACEMENT PARTS OR BOATS ARE NOT AVAILABLE AT THE TIME OF THE WARRANTY CLAIM, APEX MAY SUBSTITUTE PARTS OR BOATS OF THE SAME, OR BETTER, QUALITY AND THE CUSTOMER HEREBY AGREES TO ACCEPT SUCH REPLACEMENT IN SATISFACTION OF THE WARRANTY SET FORTH HEREIN. APEX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, SOME STATES DO NOT ALLOW (A) LIMITATIONS ON HOW LONG APPLIED WARRANTIES LAST, OR (B) THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

All warranty claims must be made through an authorized APEX Repair Station within thirty (30) days of discovery of defect and submitted on the warranty claim form available from the dealer together with proof of purchase. Photographs illustrating damage, if any, should accompany the claim. An authorized APEX representative may make an inspection within a reasonable time after receipt of the claim. Freight and transport charges, where applicable, incurred in shipping a boat to be repaired or replaced, are to be paid by consumer purchaser. APEX reserves the right to make changes in the design and material of its inflatable boats without incurring any obligation to incorporate such changes in units already completed or in the hands of dealers or consumers. The entire obligation of APEX regarding the sale of its inflatable boats is stated within this written warranty. APEX does not authorize its distributors, repair station or any other person to assume for it any other liability in connection with the sale of its inflatable boats. The Federal Safety Act of 1971 provides for defect notification to the first purchasers. Failure to register your purchase with the manufacturer constitutes waiver of the right to defect notification. Demand that the dealer complete your own registration form. And send it to the manufacturer, please refer to our Commercial one (1) year limited warranty, for professional use. If you are unable to locate an authorized APEX dealer, or if the dealer does not provide satisfactory world wide warranty service, contact:

www.apexboats.com

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