

XPLOR

B O A T W O R K S

WARRANTY INFORMATION

THERE IS NO IMPLIED WARRANTY FOR THIS PRODUCT. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, THIS LIMITED WARRANTY IS IN LIEU OF, AND XPLOR BOATWORKS, LLC. EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE, ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE. XPLOR BOATWORKS, LLC. MAKES NO OTHER EXPRESS WARRANTIES EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY ALSO LIMITS AND ALTERS YOUR REMEDIES. THIS LIMITED WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF ANY PERSON OR ENTITY FOR ANY CLAIM, WHETHER THAT CLAIM SOUNDS IN CONTRACT, TORT, OR IN ANY OTHER BASIS FOR RECOVERY. XPLOR BOATWORKS, LLC. SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, LOST PROFITS, INCONVENIENCE, OR ANY OTHER LOSS OR DAMAGE, EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY.

XPLOR BOATWORKS, LLC LIMITED WARRANTY

XPLOR BOATWORKS, LLC. ("Xplor") is pleased to provide to all owners of a Xplor Boat (each a "Xplor Boat") this Limited Warranty if the Xplor Boat was purchased directly from any of the Xplor authorized dealers and was operated under normal conditions, subject to all of the conditions and limitations provided herein.

Ten-Year Hull Limited Warranty. This Limited Warranty applies to any Structural Hull Defect (as that term is defined below) if such is due to a failure in material or workmanship and the same was reported to Xplor according to the terms of this Limited Warranty within ten (10) years from the date of the sale to the original purchaser of the Xplor Boat by an Xplor authorized dealer. XPLOR BOATWORKS, LLC., in its sole discretion, will either repair or replace the Hull. For purposes of this Limited Warranty, the term "Hull" shall mean the single fiberglass molded shell and integral structural components of a Xplor Boat, and the term "Structural Hull Defect" shall mean a substantial defect in the Xplor Boat's Hull that causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

One-Year Nonstructural Limited Warranty. This Limited Warranty applies to any Nonstructural Defect (as that term is defined below) if such is due to a failure in material or workmanship and the same was reported to Xplor according to the terms of this Limited Warranty within one (1) year from the date of the sale to the original purchaser of the Xplor Boat by a Xplor authorized dealer. Xplor, in its sole discretion, will either repair or replace the defective component. For purposes of this Limited Warranty, the term "Nonstructural Defect" shall mean a substantial defect in a Xplor Boat's components manufactured or installed by Xplor (other than the Hull) that is not excluded in the Exclusions below.

Registration and Transfer of Limited Warranty. Each original purchaser of a Xplor Boat shall complete and return the boat registration card provided by Xplor within thirty (7) days of such owner's purchase of the boat in order to facilitate the processing of warranty claims and for manufacturer notification. Except where a Xplor Boat has been salvaged and resold, or resold after a declaration of a total loss or a constructive total loss, the Ten-Year Hull Limited Warranty is transferable to a single subsequent owner (i.e., the second owner) of the Xplor Boat, PROVIDED SUCH SUBSEQUENT OWNER COMPLETES AND SUBMITS TO XPLOR WITHIN THIRTY (30) DAYS OF ACQUIRING THE XPLOR BOAT A XPLOR WARRANTY TRANSFER FORM (AVAILABLE FROM XPLOR ON REQUEST) WITH (A) A LEGIBLE COPY OF THE BILL OF SALE, TITLE, OR REGISTRATION TO DEMONSTRATE OWNERSHIP OF THE BOAT AND (B) A CHECK OR MONEY ORDER PAYABLE TO XPLOR FOR THE TRANSFER FEE IN EFFECT AT THE TIME OF THE TRANSFER.

EXCLUSIONS

This Limited Warranty does not apply to any boat that has been salvaged or declared a total loss or constructive total loss for any reason not specifically covered in this Limited Warranty. In addition, this Limited Warranty does not apply to the following "Exclusions":

1. A Hull, component, or other product that has been repaired without authorization of Xplor or that has been altered in any way that affects its use and operation;
2. Expenses related to inspection or warranty service for hauling out, transportation to and from any dealer or Xplor factory, towing or storage charges, inconvenience or loss of time or income;
3. Engines, outdrives, controls, propellers, engine brackets, stereos, depth finders, GPS units, trolling motors, batteries, outrigger bases, and other equipment or accessories that are not manufactured by Xplor, whether the same is or is not warranted by such other manufacturer;
4. Blistering, discoloring, cracking, or crazing of the Gelcoat finish or other surface finishes;
5. Any Xplor Boat initially sold at retail by a party other than an authorized Xplor dealer;
6. Damage to, breakage of, or leakage around any windshields, hatches, or apertures;
7. Any canvas, zippers, vinyl, upholstery, plastic, or fabric components;
8. Discoloration, oxidation, bleeding, or corrosion of any stainless steel or other metal products;

9. Any Hull, component, or product that has been subject to unreasonable use, tampering, abuse, mishandling, improper maintenance, negligence, improper trailering, alterations, or accidents;
10. Any boat, or component or part thereof, that has been used for Commercial Purposes, racing purposes, or has otherwise been operated contrary to any printed instruction provided by Xplor or contrary to any applicable law (for purposes of this Limited Warranty, the term "Commercial Purposes" shall mean the usage of any boat more than fifty percent (50%) for revenue-producing or other business purposes);
11. A boat, or component or part thereof, that has been overpowered according to the maximum recommended engine horsepower specified on the capacity plate attached to the boat;
12. Machinery, equipment and accessories not installed by Xplor;
13. Condensation in gauges;
14. The failure of any part, area, or component of the boat to be dry, whether or not the same was represented as "dry";
15. Any representation relating to the speed or weight of any part or component of the boat;
16. Normal wear and tear maintenance items, including, but not limited to, filters, bulbs, batteries, bungees, anchor rope, trailer finishes, tires, brakes, bearings, and lights;
17. Any defect or repair requiring redesign of the boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1971 or the recall laws of any other foreign jurisdiction;
18. Dealer preparation, cleaning, and final adjustments and alignments in preparing the boat for delivery or commissioning; or
19. Any act of God or force majeure.

In the event that the above disclaimer and exclusion of warranties and damages (including the exclusions of implied warranties at the top of this document) are inconsistent with applicable law, those disclaimers and exclusions apply to the maximum extent permitted by applicable law, and all remaining implied obligations and warranties are limited in duration to a period of one (1) year or such shorter period as permitted by applicable law. Some states do not permit limitations on how long an implied warranty lasts, so the above limitation may not be applicable. Some states do not permit the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not be applicable.

SOLE REMEDY

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST XPLORE FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. Xplor reserves the right to utilize reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original

product or part and warranted for the remainder of the original warranty period. Acceptance of any product returned or any refund provided by Xplor shall not be deemed an admission that the product is defective. Products that are replaced become the property of Xplor. In no event shall any repair or replacement under this Limited Warranty be deemed to extend, toll, or reset the term of this Limited Warranty.

STATUTE OF LIMITATIONS

Any action for rescission or revocation against Xplor shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant any consumer a right of rescission or revocation against Xplor, where such right does not otherwise exist under applicable law. Some states may not allow the applicable statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail owner.

OWNER'S OBLIGATIONS

The original purchaser of any Xplor Boat is required to examine the product at the time of purchase to discover all defects therein and notify an authorized Xplor dealer of the same. To initiate a warranty claim, it is the responsibility of the purchaser to contact an authorized Xplor dealer immediately after discovery of any defect, describe the nature of the problem, and provide a hull serial number, date of purchase, and name of the selling dealer. The authorized dealer will notify Xplor, who is solely responsible for determining and authorizing in writing the remedial action necessary. The purchaser should notify Xplor of any boat being repaired by an authorized Xplor dealer that has been at the dealership for fifteen (15) days, or of any claimed defect that was not corrected after one (1) repair attempt.

ASSIGNMENT OF COMPONENT WARRANTIES

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of any component, equipment, and parts on the boat are hereby assigned to the owner of the boat to the extent permitted therein, as the owner's sole and exclusive remedy with respect to such items.

GOVERNING LAW, MODIFICATIONS, AND SEVERABILITY

The terms and conditions of this Limited Warranty, as well as those of any documents prepared in conjunction with the sale of this Xplor Boat, to the full extent possible, shall be construed

according to the laws of the State of South Carolina and shall not be modified, altered, or waived by any action, inaction, or representations, whether oral or in writing. Xplor does NOT authorize any person to alter or amend this Limited Warranty, or to otherwise create or assume for it any other obligation or liability with respect to the boat or any part or component thereof. The invalidity and enforceability of any one or more of the provisions herein shall not affect the validity and enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

DEALER NAME: _____

By: _____

Title: _____

Date: _____

XPLOR BOATWORKS, LLC.

By: _____

Title: _____

Date: _____

XPLOR

B O A T W O R K S

Warranty Registration Form

Customer Name:

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Address:

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Email Address:

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Phone #:

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Model & Year:

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Serial #:

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Date of Purchase:

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Dealership of Purchase:

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