



Aquasport Commercial Limited Warranty

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AQUASPORT – COMMERCIAL LIMITED WARRANTY
Only for Boats with a Hull Identification Number Starting with “TAS”

Aquasport warrants to the original commercial purchaser that the commercial hull manufactured by Aquasport (and with an HIN that begins with ‘TAS’) is, at the time of purchase, free from defects in workmanship and will remain free of such defects under normal use after delivery to the original commercial purchaser as provided here, within the limitations of this warranty.

It is the purchaser’s responsibility under this Limited Warranty that the warranted product is properly operated, maintained, trailered, and stored.

Your acceptance of delivery of the warranted Aquasport 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.

Non-Transferable Limited Five-Year Hull Warranty

Aquasport warrants to the original commercial purchaser of its product (with an HIN that begins with ‘TAS’) that Aquasport will repair or replace the fiberglass hull of its product if the hull is found to be structurally defective in materials or workmanship for up to five (5) years as long as the original commercial purchaser owns the product. For purposes of this limited warranty: (1) a structural defect is defined as a defect that causes the hull to be unsafe or unfit for use under normal operating conditions; (2) the fiberglass hull is defined as the single fiberglass molded shell and integral fiberglass structural components including stringers, transom and related structural components which are below the hull flange.

This warranty is further subject to the exclusions, limitations, conditions and provisions noted below.

You may have warranties for Engine Controls, Cables, Harnesses or Key Switches, and Engine Brand Gauges thru the engine manufacturer. Stereos, Electronics, Chart Plotters, Radar and other similar devices are warranted by their respective manufacturers and are explicitly excluded from any warranty by Aquasport)

This warranty covers parts, and labor only needed for repair to correct defects in materials or workmanship of each new Aquasport boat supplied by Aquasport except for the exclusions or items listed under the caption “What is Not Covered” or as indicated below.

No part of this warranty covers or implies coverage for loss of use.

We warrant the boat hull and bottom construction, except as noted below, against “delamination” or separation CAUSED BY MANUFACTURER’S DEFECT (see definition of “delamination” for more specific information), providing that the integrity of the hull or floor has not been broken (such as with impact damage) or has been worn through.

Definition of Delamination

For the purposes of the definition of delamination as it relates to this limited warranty will be defined as follows: In the case of hull delamination between the deck and the outer hull, where the delamination is due to

a manufacturer's defect in the lamination of the internal stringer system, the outer and inner hull will remain intact while the hull (deck of the boat) becomes soft. At this stage, before any actual destruction of the outer hull laminate, considerable movement of the deck is observed while underway and/or by walking on the delaminated area. This is a warrantable manufacturer's defect.

If the outer hull is damaged or broken in any way first, by impact damage (caused by striking objects in the water, running the boat aground, improper trailering, etc.) and the outer hull is not properly repaired, continued use of the boat will result in water being forced into the break and the hull will fail or delaminate. This is not a warrantable hull failure, as the problem was caused by operator negligence when the operator damaged the hull and failed to repair the damage and continued to operate the boat. It is the responsibility of the owner/operator to inspect his boat hull for damaged or impacted areas. Continued use of a boat with un-repaired hull damage will result in delamination and separation of the outer hull due to hydrostatic pressure. This form of delamination is not the result of a manufacturer's defect; therefore, this damage is not covered by the limited warranty.

Note: Any damage to Exterior or Interior Gel coat **including un-sealed small part attachment screws** will allow water to permeate the underlying laminate. Subsequent use of the Boat with damaged, cracked or missing Gel coat could cause the underlying laminate to fail due to hydrostatic action and/or pressure. Damage caused by failure to repair and maintain the Gel coat surfaces of the boat could cause further damage to the Boat including delamination of the Hull. Continued operation of the Boat with damage to the Gel coat will void this warranty.

What is Not Covered

This Warranty Does Not Apply to:

- (1) Boats manufactured and sold by Aquasport or its dealers that does have a hull identification number that begins with 'TAS'.
- (2) Any boat which has been salvaged or declared a total loss or constructive total loss for any reason not covered in this limited warranty.
- (3) Gel coat imperfections, stress cracks or spider webs, gel coat caulking or fading or yellowing, or gel coat blisters.
- (4) Damage, deterioration, discoloration or mold of cushions or cosmetic surface finishes, including scratches, gouges, chips, caulking, blistering, cracking, crazing, fading or oxidation of gel coat, stress lines, plated or painted metal and stainless-steel finishes, plastics or acrylic materials, or antifouling bottom paint.
- (5) Equipment or accessories which are not installed by Aquasport or which carry their own individual warranties, including but not limited to engines, engine components, batteries, propellers, controls, steering mechanisms, and electronics.
- (6) Fiberglass and small fiberglass parts and components such as consoles.
- (7) Plastic lids, electrical panels, bilge pumps, aerator pumps or other electrical devices, steering systems, electrical panels, and other pumps that service the commercial boat.
- (8) Stereos, Electronics, Chart Plotters, Radar and other similar devices.
- (9) Engines or Engine installation or removal.
- (10) Outdrives, Jet drives and Propellers
- (11) Tearing or fading in soft goods (upholstery, carpet, Decals, canvas or monograms).

- (12) Wind Shields (Glass or Lexan)
- (13) Engine and accessory removal and de-rigging or re-rigging.
- (14) Damage to the boat caused by accident, misuse, abuse, neglect, negligence, vandalism, fire, riot, war, Acts of God, or nature. A boat powered or loaded in excess of the maximum limits as stated on the U.S. Coast Guard capacity plate attached to each boat is considered misuse.
- (15) Use of the boat for racing or engaging in a contest of speed or endurance of any type or modification of the boat in any way.
- (16) Repair or attempted repair by unauthorized persons or any boat which shall have been repaired or altered in any way so has to affect its use or operation.
- (17) Damage caused by the improper fitting of a boat to a trailer, by use of a roller type trailer, or by not following applicable Aquasport trailer guidelines or caused by failure to use proper boat tie downs.
- (18) The expense of returning a boat to the Aquasport factory for warranty service and the expense of returning same to the owner or the expense of hauling out a boat.

Note: It is the owner's responsibility to provide transportation of the boat both to the service location and its return after repairs are completed. The service location will be determined by Aquasport

- (19) The cost of de-rigging and re-rigging any parts or accessories, hardware, engines, fiberglass component parts whether original equipment or installed originally by the Dealer or the Owner. The Owner will be responsible for the cost of de-rigging and re-rigging.
- (20) Damage or stress cracks caused by the storage, suspension, hoisting, or lifting in any way shape or form by straps or beams in a perpendicular or cross horizontal fashion.
- (21) Failure of the owner to use, maintain, or store an accessory in reasonable fashion; and any other failure to provide reasonable care and maintenance. Normal wear and tear maintenance items are excluded from warranty coverage including but not limited to filters, bulbs, batteries, bungees, wiper blades, anchor rope, trailer finishes, tires, brakes, bearings and lights.

The following items are warranted by their respective manufacturers and are not warranted by Aquasport:

- (1) Engine, Engine controls, Key Switches and Engine wiring harness.
- (2) Batteries or Chargers, Depth Finders, Radios, GPS Systems, Stereos or other electrical systems.
- (3) Trolling motors, Trolling Motor Controls or Electrical Connections, damaged caused by Trolling Motor Mounting to deck or subsequent damage caused by Trolling Motor impact when in use.

Limitations and Exclusions:

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this express written limited warranty and excluded thereafter. Some states do not allow the exclusion or limitation of implied warranties, so the foregoing may not apply to you.

Aquasport shall not be responsible for any incidental or consequential damages of any sort or nature including but not limited to personal injury, property damage, loss of use, time, or income. Some states do not allow the exclusions of damages, so the foregoing may not apply to you.

The remedy available under this Limited Warranty is non-cumulative in nature and is limited to repair, or replacement, Aquasport's sole option, of the boat hull which is returned to a location approved by Aquasport, and which its examination discloses to its satisfaction to be defective. This warranty gives you specific legal rights. You may have other rights that vary from state-to-state.

Aquasport reserves the right to change the design of any boat without obligation to modify any boat previously manufactured. This warranty constitutes the entire agreement between Aquasport and the owner. Aquasport does not assure nor authorize any person other than its corporate officers to assure any obligation on its behalf.

If any provision of this Limited Warranty is declared invalid by any tribunal exercising competent jurisdiction, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this Limited Warranty as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Limited Warranty as though the provision had never been entered into. In either case, the remaining provisions of this Limited Warranty shall remain in full force and effect.



Procedures for Warranty Repair

- (1) To validate your Aquasport's warranty, the Warranty Registration Form must be returned to Aquasport within (30) thirty days after the original purchase date of the hull. The return of the Warranty Registration Form is a condition precedent to this warranty.
- (2) The boat must be returned to the selling independent Aquasport Dealer, for an initial inspection. In the event the selling independent Aquasport Dealer has ceased to do business, or you are traveling, or you have moved to a different locale, warranty inspection may be performed by any authorized, independent Aquasport Dealer. The address concerning warranty matters is Aquasport, 2545 Jones Creek Road, White Bluff, TN 37187.
- (3) You must present your registration form or original sales receipt to the independent Aquasport Dealer to verify the boat is still under warranty.
- (4) The independent Aquasport Dealer will examine the boat to determine if, in its opinion, a warrantable defect exists. If a warrantable defect appears to exist, Aquasport will require the boat hull to be returned to the factory, or at its sole option, an Independent Aquasport Dealer, for repair or authorize repair of a boat hull that is found to be defective.

For repairs performed other than at the Aquasport factory, a written authorization form must be received and approved by Aquasport prior to any work being performed.

- (5) **All transportation, haul out, shipping and/or delivery charges are to be paid by the boat owner.**
- (6) All removable items, including but not limited to electronics, radios, gear and tackle, batteries, personal items, etc. must be removed by the owner prior to shipment to the Aquasport factory or authorized Dealer. Neither Aquasport or its authorized Dealer will be responsible for any loss of items not removed from the boat hull prior shipment to the factory.
- (7) If boat hulls are repaired or replaced under the terms herein, the terms of this limited warranty shall cover such boat hull for a period of ninety (90) days from the date of repair or replacement or until the end of the original Limited Warranty period, whichever is later.



INFORMATION REGARDING YOUR AQUASPORT

PRE-SET TILT LOCKS PROTECT THE ENGINE COWLINGS

The Aquasport factory has pre-set your engine tilt locks in order to protect your engine cowlings. **Do not change the pre-set factory tilt lock on your engines.** If the tilt lock is changed or adjusted, your engine cowlings **will get damaged.**

When tilting your engines to clear the water line, be careful of the engine cowling hitting the transom deck. Additionally, depending on the weight and load of your boat (weight, fuel, gear, and persons), the bottom of your engines may not clear the water line.