AXOPAR

Limited Warranty for Axopar Boats

US version 1.1 (May 2026)

IMPORTANT NOTICE: THIS LIMITED WARRANTY IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS, AS DESCRIBED IN SECTION 7. Please also read the limitations and disclaimers in Sections 3(D), 3(E) and 6 regarding Boats.

Limited Warranty

Axopar Boats Ltd ("*Axopar*") warrants to the original retail purchaser ("*Purchaser*") of an Axopar boat manufactured and equipped with a hull identification number by Axopar ("*Boat*") and sold at retail by an authorized dealer ("*Dealer*") that Axopar will repair or replace defective materials and workmanship found during the applicable warranty period, subject to the limitations, exclusions and other conditions provided below. This is a "Limited Warranty" under Magnuson-Moss Warranty Act. The decision to repair or replace will be made by Axopar in its sole discretion, and all repairs must occur at the location specified by Axopar (the "*Service Location*"). This Limited Warranty gives the Purchaser specific legal rights and Purchaser may have other legal rights, which vary from state to state.

When used with these Limited Warranty terms, the following terms shall have the meanings set forth below:

"Handover Date" means the date the Purchaser first takes physical possession of the Boat for personal use. The Handover Date is evidenced by Purchaser-signed Handover Documentation or, if not provided to Axopar within ten (10) days, by other reasonable proof of delivery or possession. Where available, information contained in the Axopar Digital Product Passport may also be used to confirm the Handover Date, ownership transfer, and verified delivery history.

"Handover Documentation" means the Purchaser-signed delivery acknowledgment, handover checklist, bill of sale, or other written documentation confirming physical delivery of the Boat.

"Recreational Use" means use solely for personal enjoyment and non-commercial purposes.

"Commercial Use" means use for business, rental, charter, instruction, fishing operations, or any income-generating activity.

"Normal Operating Conditions" means use consistent with Axopar's Owner's Manual, recommended load, speed, and environmental limits.

"Improper Use" includes abuse, neglect, unauthorized modification, failure to maintain, or operation contrary to manufacturer instructions or applicable law.

"Material Detriment" means a defect that significantly impairs safe recreational use or reduces fair market value by a substantial amount.

"Axopar Digital Product Passport**"** means the secure, authenticated digital record issued for each Boat that contains verified information about that Boat's factory specifications, ownership history, warranty status, inspection records, and service history, accessible via the digital platform provided by Axopar, including through blockchain technology in partnership with the Aura Blockchain Consortium.

1. Applicability

This Limited Warranty is valid worldwide during the applicable warranty period and applies only to Boats purchased by consumers for Recreational Use and operated under Normal Operating Conditions and in compliance with the relevant Owner's Manual. Any warranty for Boats intended for Commercial Use must be separately agreed upon in writing between Axopar and the Purchaser. Notwithstanding the foregoing, in exceptional circumstances related to known health or safety issues (such as those addressed by Axopar service campaigns or mandatory corrective actions), limited warranty coverage may apply to a Commercial Use Boat if expressly agreed in writing between Axopar (or its authorized representative) and the Purchaser or Dealer.

The Limited Warranty also covers any equipment installed in the Boat by Axopar as an integral part of the delivery but excludes (i) equipment covered by a separate warranty, as further specified below in Sections 2 (Warranty Provider) and 3 (Warranty Period and Limitations) and (ii) any items installed by the Dealer in the Boat or included by the Dealer with the Boat. Equipment acquired by the Purchaser from third parties and which are not included in the original delivery are not covered under this Limited Warranty.

The hull identification number of the Boat and other particulars relevant to this Limited Warranty are recorded in the applicable sales contract and/or in the Boat's warranty certificate.

2. Warranty Provider

This Limited Warranty is provided solely by Axopar. Contact details are shown in the warranty certificate provided to the Purchaser upon delivery of the Boat. All warranties provided by the manufacturers and distributors of components, equipment and parts of the Boat are hereby assigned to the Purchaser to the extent permitted by the applicable manufacturers and distributors, as Purchaser's sole and exclusive remedy with respect to those items. Axopar provides no separate warranty for Third-Party Equipment.

3. Warranty Period and Limitations

The Limited Warranty is valid from the Handover Date, for the time periods identified below. Failure by the Dealer to transmit Handover Documentation does not delay or reduce coverage required by law but may affect administrative processing between Axopar and Dealer.

(A) ***Five-Year Limited Warranty on Structural Hull:***

Axopar will repair or replace any substantial defect in material or workmanship in the Boat's structural hull that is reported within five years from the Handover Date. The structural hull means the fiberglass molded shell and all its integral structural components. A defect is substantial if it causes the Boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.

(B) ***Two-Year Limited Warranty on Components Manufactured or Installed by Axopar:***

Axopar will repair or replace any components manufactured or installed by Axopar that are defective in factory materials or workmanship and are reported within two years from the Handover Date (and are not already addressed in the specific warranties provided in paragraphs (A) and (C)).

(C) ***One-Year Limited Warranty on Upholstered Items, Canvas, Floor Materials, Other Coating and Painted Parts:***

Axopar will repair or replace any upholstered items, canvas, floor materials, other coating, and painted parts manufactured or installed by Axopar that are defective in factory materials or workmanship and are reported within one year from the Handover Date.

Boats used for demonstration or display prior to retail sale shall have warranty commencement on the earlier of (i) first operational use by Dealer, or (ii) twelve (12) months after shipment to Dealer. Axopar may limit coverage to one (1) year or 100 engine hours, whichever occurs first.

Cosmetic surface conditions, including gelcoat hairline cracks, are covered for 180 days from the Handover Date, subject to root cause analysis confirming manufacturing defect. After 180 days, cosmetic conditions are excluded. This provision controls over the cosmetic exclusions in Section 3(D)(3) during the first 180 days.

Front windshield glass and installation are warranted against manufacturing defects for six (6) months from the Handover Date.

(D) ***Exclusions***

This Limited Warranty does not apply to defects or damage arising from use other than under Normal Operating Conditions.

This Limited Warranty does not apply to defects or damage caused by Improper Use, including but not limited to the circumstances listed below.

The Limited Warranty does not apply to or cover the following items: (1) any costs incurred from hauling or transporting the Boat to and from the Service Location; (2) any equipment, components, parts or accessories not manufactured or installed by Axopar or that carry their own individual warranties provided by third parties, including but not limited to engines, propellers, pre-rigging equipment, batteries, generators, A/C units, steering mechanisms and other electronic equipment ("Third-Party Equipment"). Such Third-Party Equipment is covered solely by the individual manufacturer's warranty. Axopar assumes no liability for performance, service, or defects relating to Third-Party Equipment; (3) minor changes to the Boat's external surfaces that have no influence on the strength or serviceability of the Boat, including but not limited to any damage, deterioration, fading or discoloration or mold of cushions, cracking, fading or oxidation of gel coat, stress lines, anti-fouling bottom paint or other slight irregularities in paint work, lacquer work, woodwork or chrome finish or other minor surface blemishes; (4) windshield damage or leakage, except as expressly provided in Section 3 regarding limited windshield coverage; (5) any damage resulting from Purchaser's or a third party's negligence, willful misconduct, improper use of the Boat, overloading, powering in excess of the recommended maximum horsepower, improper rigging, misuse or alterations or repairs or attempted repairs on the Boat not authorized by Axopar, including use of an improper trailer, Boat lift or sling; (6) failure of the Purchaser or any third party to use, maintain or store the Boat as specified in the owner's manual, or any other failure to provide reasonable care and maintenance; (7) normal wear and tear items, including but not limited to ropes, filters, bulbs and batteries; (8) any representation or implication of the Boat's properties or characteristics, such as speed, weight, range, performance or fuel consumption; (9) any failure or defect not reported to Axopar or Dealer in accordance with Section 4 (Warranty Procedures) of this Limited Warranty; (10) any failure or defect arising from repairs made by unauthorized service providers; (11) any failure or defect arising from acts of nature; and (12) any Boat that was previously salvaged or declared a total loss or constructive loss for any reason.

(E) ***Circumstances Resulting in Loss or Suspension of Coverage***

Coverage under this Limited Warranty may be lost or suspended if: (1) Purchaser sells or otherwise conveys the Boat to a third party during the warranty period and the subsequent owner fails to notify Axopar of the transfer and provide required documentation within thirty (30) days, in which case warranty claim processing may be suspended until such documentation is received; (2) Purchaser uses the Boat in other than non-commercial activities; (3) the Boat is used in a competitive event; (4) any unauthorized modifications or changes are made to the Boat (e.g. structural modification or modifications to electrical systems on board or the programming of its engine or other systems); or (5) the Boat is salvaged or declared a total loss or constructive loss for any reason.

4. Warranty Procedures

To obtain warranty service, Purchaser must notify the Dealer within fourteen (14) calendar days of discovering the failure or defect or after Purchaser should have become aware of it. Upon detecting a defect, the Purchaser is required to take all reasonable steps necessary to prevent the defect from deteriorating further, including ceasing use where appropriate and protecting exposed areas. When reporting any defect, the Purchaser must provide the Boat's hull identification number, a copy of the warranty certificate, a reasonable number of clear and detailed photos of the defect, and a supported or documented explanation regarding when the Boat was purchased and the Dealer from which it was purchased.

After providing notice of the defect to the Dealer, the Dealer will notify Purchaser of the procedures to follow regarding this Limited Warranty. Dealer will then notify Axopar, and upon being notified of the warranty claim by Dealer, Axopar is solely responsible for determining and authorizing in writing the remedial action to be performed.

5. Axopar's Warranty Responsibilities

Axopar retains sole and final authority to determine warranty coverage, remedy, and repair method.

All warranty repairs must receive Axopar's prior written authorization before work begins, except as provided below.

Repairs necessary to prevent immediate safety hazard may be authorized up to USD 300 without prior approval, provided Axopar is notified within ten (10) days and supporting documentation is submitted.

Consistent with the foregoing, Axopar has the right to repair a defect covered by this Limited Warranty within a reasonable time and in a manner that does not result in repair costs or Material Detriment to the Purchaser. All repairs shall be carried out in a way and at the Service Location designated by Axopar.

Repairs shall be completed within reasonable time, not exceeding sixty (60) calendar days from verification of defect unless otherwise agreed.

If Axopar determines that repair is not possible after a reasonable number of attempts or if repair would result in Material Detriment, Purchaser has the right to a discount proportionate to the defect. Alternatively, Axopar may, in its sole discretion, offer to Purchaser a replacement Boat with a market value equal to the replaced Boat's market value (considering the Boat's age and condition) if it did not have that specific unrepairable defect.

If Axopar reasonably determines that the Boat defect is not covered by the Limited Warranty, Axopar has the right to charge the Purchaser for any costs that arise from inspecting and determining the defect and its cause. Any repair costs and expenses are subject to mutual agreement by Axopar and the Purchaser.

The remedies provided herein are intended to comply with applicable U.S. warranty law and shall not fail of their essential purpose.

6. Sole Remedy and Other Limitations

The repair, discount and replacement obligations specified in Section 5 (Axopar's Warranty Responsibilities) for parts or materials covered by this Limited Warranty are Purchaser's sole and exclusive remedy, and Axopar's sole obligations, for any claims whatsoever or any losses resulting from product failure. This Limited Warranty allocates risk between Purchaser and Axopar and reflects the purchase price of the Boat.

This Limited Warranty is the final, complete and exclusive warranty offered by Axopar regarding the Boat, and no other person or entity (including the Dealer or their respective sales agents or employees) is authorized to make any other warranties or representations on behalf of Axopar. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS LIMITED WARRANTY, AXOPAR DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, ALL BOATS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS".** If and to the extent that an implied warranty cannot be disclaimed, that warranty is limited to duration of the respective express Limited Warranty provided herein. Some states do not allow the exclusion of implied warranties or do not allow limitations on the amount of time an implied warranty lasts, so the above limitations may not apply to some Purchasers.

To the extent permitted by applicable law, Axopar disclaims all liability to Purchaser and third parties for any economic loss arising from claims of product failure, negligence, defective design, lack of seaworthiness, manufacturing defect and any other liability not expressly covered in this Limited Warranty. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER AXOPAR NOR DEALER SHALL UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, INCLUDING LOSS OF THE BOAT, PROFIT, PRODUCTIVITY, BUSINESS, CONTRACTS, REVENUES OR ANTICIPATED SAVINGS, OR INCREASED COSTS OR EXPENSES, AND IN NO EVENT SHALL AXOPAR'S TOTAL CUMULATIVE LIABILITY EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE BOAT.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every Purchaser.

Nothing in this Limited Warranty limits statutory rights that cannot be excluded under applicable law.

If, at any time, any provision of this Limited Warranty is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions will remain unaffected.

This Limited Warranty may be transferred to a subsequent private owner provided Axopar receives written notice within thirty (30) days of resale together with proof of transfer and updated owner contact information. Failure to provide timely notice does not automatically void this Limited Warranty but may delay or suspend warranty administration until documentation is received.

7. Arbitration and Limitation on Actions

PLEASE READ THIS SECTION CAREFULLY. WE WANT YOU TO KNOW HOW IT AFFECTS YOUR RIGHTS.

(A) *Customer Service and FAQs*

In the unlikely event that an issue, concern or claim (including legal claims) remains unresolved after the procedure specified in Section 4 (Warranty Procedures) and the issue has been escalated to Axopar, Purchaser and Axopar each agree to discuss any issue informally for at least 30 days. Purchaser can do this by sending your full name and contact information, your concern and your requested solution to Axopar at service@axopar.com, Attn: Legal Department. If Axopar would like to discuss an issue with Purchaser, Axopar will contact you at the address provided to the Dealer.

(B) *Agreement to Arbitrate*

If an agreed solution is not reached at the end of the 30-day discussion period, Purchaser and Axopar each agree that any issue, concern or claim (including legal claims) that either may have arising out of or relating to this Limited Warranty must be resolved through final binding arbitration before the American Arbitration Association using its Consumer Arbitration Rules as in effect at the time arbitration is filed (2025 version or successor), available at https://adr.org/media/yawntdvs/2025_consumer_arbitration_rules.pdf (the "*AAA Rules*") or available by calling the American Arbitration Association at 1-800-778-7879. As an exception to this agreement to arbitrate, Axopar gives you the right to pursue in small claims court any claim that is within that court's jurisdiction, so long as you proceed solely on an individual basis. A party who intends to seek arbitration must first send to the other party, by certified or registered mail, a written notice of dispute. Purchaser may download or copy a form notice of dispute and a form to initiate arbitration from www.adr.org. Unless Purchaser and Axopar agree otherwise, the arbitration hearings will take place in a reasonably convenient location for both parties as determined by the arbitrator in accordance with the AAA Rules, and the hearings may be conducted in-person, by videoconference, phone or by the exchange of documents. The arbitrator's decision will be binding and may be enforced and entered as a judgment in any court of competent jurisdiction. If the arbitrator rules against Axopar, Axopar will reimburse Purchaser for reasonable attorneys' fees and costs, regardless of who initiated the arbitration. However, if the arbitrator rules in Axopar's favor, Axopar will not seek reimbursement of attorneys' fees and costs, regardless of who initiated the arbitration. This

arbitration provision is intended to comply with the American Arbitration Association Consumer Due Process Protocol.

(C) *Time Limitation; No Class Actions*

To help resolve any issues between us promptly and directly, Axopar and Purchaser agree to begin any arbitration under this Limited Warranty within one year after the claim first arose; otherwise, the claim is waived. Axopar and Purchaser also agree to arbitrate in each of our individual capacities only – not as a representative or member of a class – and each of us expressly waives any right to file a class action or seek relief on a class action basis. Furthermore, unless Purchaser and Axopar agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative of class proceeding.

(D) *Confidentiality*

All arbitration proceedings are confidential, unless both Purchaser and Axopar agree otherwise. Arbitration orders and awards required to be filed with applicable courts of competent jurisdiction are not confidential and may be disclosed by the parties to such courts. A party who improperly discloses confidential information will be subject to sanctions. The arbitrator and forum may disclose case filings, case dispositions, and other case information as required by a court order of proper jurisdiction.