



## REFLEX AMERICA LIMITED WARRANTY POLICY

### LIMITED WARRANTY STATEMENT AND TERMS

Reflex America provides the following Limited Warranty to the original retail owner of any Reflex boats from 2019-2021 model year, if purchased from an authorized Reflex America Dealer and operated under normal, non-commercial use, subject to the remedies, exclusions and limitations set out below:

**1. Ten-Year Structural Hull Limited Warranty:** Any Structural Hull Defect in material or workmanship which is reported within ten (10) years from the date of sale to the original purchaser will be repaired or replaced at Reflex America sole discretion. The "Hull" shall mean the single fiberglass molded shell and integral structural components. A Structural Hull Defect shall mean a substantial defect in Boat's Hull which causes the boat to be unfit and unsafe for general use as a pleasure craft under normal operating conditions.

**2. Three-Year Limited Warranty on Components Manufactured or Installed by Reflex America:** Reflex America will repair or replace at its sole discretion, any components manufactured or installed by Reflex or Reflex America that are defective in factory materials and/or workmanship, which are reported within three years from the date of sale to the original purchaser, and are not addressed in the specific warranties listed in paragraph 1 or 3 or set out in the Exclusions paragraph below.

**3. One-Year Limited Warranty on Upholstered Items, Canvas, Teak and Powder Coating:** Reflex America will repair or replace at its sole discretion, any upholstered items, canvas, teak and manufactured or installed by Reflex and/or Reflex America that are defective in factory materials and/or workmanship and are reported within one year from the date of sale to the original purchaser.

### EXCLUSIONS AND LIMITATIONS

Reflex boats are manufactured by trained craftsmen from high quality materials and components.

However, conditions outside of Reflex and/or Reflex America control require specific limitations on, and exclusions from, coverage under this Limited Warranty. This Limited Warranty constitutes the final, complete and exclusive statement of warranty terms, and no other person or entity – including the sales personnel and/or other employees of Reflex and/or Reflex America – is authorized to make any other warranties or representations on behalf of Reflex or Reflex America. Dealers' employees' oral statements do not constitute warranties, shall not be relied upon by the purchaser, and are not part of the contract of sale.

Furthermore, this Limited Warranty DOES NOT apply to any boat which has been salvaged or declared total loss for any reason not covered in this limited warranty.

**This warranty also does not apply to the following items:**

1. Equipment or accessories which are not installed by Reflex America or which carry their own individual warranties, including but not limited to engines, engine components, batteries, propellers, controls, steering mechanisms, and electronics.
2. Damage, deterioration, discoloration or mold of cushions, cosmetic surface finishes, including but not limited to discoloration, chalking, blistering, cracking, crazing, fading or oxidation of gel coat, stress lines, plated or painted metal and stainless steel finishes, plastics or graphics.
3. Windshield breakage and leakage.
4. Damage attributed to use of contaminated or unapproved fuel and/or other fluids.
5. Damage resulting from abuse, misuse, improper rigging and installation by an owner or any other person or entity not being authorized dealer, accidents, overloading or powering in excess of the recommended maximum horsepower.
6. Failure of the owner to use, maintain, or store the boat as specified by Reflex America authorized dealer instructions; 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, wiper blades, anchor ropes etc
7. Any Reflex boat which has been altered or modified from Reflex factory specifications, including penetration of the hull by anyone other than Reflex or Reflex America authorized dealer service personnel following factory specified procedures.
8. Use of improper trailer, improperly placed supporting bunks or slings, incorrect bunks placement and improper boat lift or sling.
9. Any Reflex boat used for commercial purposes, which includes, but its not limited to, any for-profit or other revenue-generating uses. A vessel that is used 50% or more of the time for business or revenue-producing purposes may, at Reflex America sole discretion, be considered commercial vessel.
10. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics.
11. Any failure or defect caused by an act of nature resulting in damage, cost or expense.
12. Any failure or defect arising from previous repair made by a non-authorized service provider.

**OTHER LIMITATIONS**

Reflex America disclaims any liability for economic loss arising from claims of product failure, negligence, defective design, manufacturing defect, failure to warn and/or instruct, lack of

seaworthiness and any other theory of liability not expressly covered under terms of this Limited Warranty.

To the extent allowed by the law, neither Reflex America nor the selling dealer shall have any responsibility for loss of the boat, loss of time, inconvenience, commercial loss or consequential damages.

This Warranty gives the owner specific legal rights, and the owner may also have other rights which vary from state to state or country to country.

### **WARRANTY REPAIRS AND SERVICE**

All warranty repairs shall be made by authorized personnel only, preferably at the dealer's store or service center. Warranty repairs may be made at another location, but only if performed by manufacturer-authorized personnel and if mutually agreed upon by Reflex America and the boat owner.

All travel and/or transportation charges associated with warranty repairs shall be the sole responsibility of the boat owner.

All repairs under the terms of this warranty are subject to authorization of the factory-trained personnel whose decision shall be final in all events.

In order to maintain warranty service under this Limited Warranty, the owner must return the defective boat and/or component part to an authorized Reflex America service department within the applicable warranty period.

For questions regarding this Limited Warranty and/or how to obtain warranty service or for assistance in locating the nearest Reflex America authorized service facility, please direct inquiries to:

**Reflex North  
America**  
1561 N OrangethorpeWay  
Anaheim, CA 91820  
**(213)-908-8312**

Subject to the terms of this Limited Warranty, any covered boat or component part with a defect in materials or workmanship if brought to the attention of Reflex America during the appropriate warranty period will be repaired or replaced, at Reflex America sole discretion, without charge to the owner for parts and labor.

This provision is subject to the following terms and conditions:

- Reflex America shall be obligated to repair or replace only those items that prove defective, at its sole discretion, upon examination by an authorized dealer's service department.
- Reflex America warrants its repairs only for the remainder of the applicable warranty period;
- Reflex America shall fulfill its obligation to repair or replace any defective item utilizing factory-authorized personnel and/or their repair facilities or, at Reflex America sole discretion,
- The owner shall be responsible for all costs associated with the transportation of the boat, trailer or component part(s) to the factory-authorized/designated service location and for any return transportation, except as otherwise noted herein.

The liability of Reflex America shall not, under any circumstances, exceed the original retail purchase price of the goods upon which such liability is based.

### **TRANSFER OF LIMITED WARRANTY**

This warranty may be transferred to a second or subsequent owner of the boat provided that the second or subsequent owner notifies Reflex America in writing within 30 days of the change of ownership while providing reasonable proof of said purchase. A transferred warranty shall be limited in duration to the original periods set forth herein, and the second or subsequent owner shall be required to use, maintain and store the boat in the manner described above. Notwithstanding the foregoing, this Limited Warranty may – at the sole discretion of Reflex America – be voided should the boat in question be repossessed or if ownership of subject boat is otherwise transferred to a secured party prior to the first retail sale.

### **NO MODIFICATION OF WARRANTY**

No oral or written information, advice or communication of any nature to or from Reflex America or its representatives, employees, authorized dealers, agents, distributors or suppliers shall create a warranty or in any manner increase or modify the scope of this Limited Warranty in any manner whatsoever.

The sales personnel or other employees of the selling Reflex America or dealer are not authorized to make warranties concerning Reflex America boats. The dealer's employees' oral statements do not constitute warranties, shall not be relied upon by the purchaser, and are not part of the contract of sale.

The dealers are not agents of Reflex America. No other warranties are given beyond those set forth herein.

### **SAFETY**

It is your responsibility (as well as the responsibility of any other operator of this boat) to be familiar with and observe all local, state and federal laws, rules and regulations regarding boating, navigation and boating safety. You and any other operator of this boat should take a course in boating and boating safety before operation of this boat and should be completely familiar with all systems regarding safe operation of this boat. Personal flotation devices should be worn by each passenger in accordance with U.S. Coast Guard standards and state and federal law.