

## VEER LIMITED MANUFACTURER WARRANTY

Veer provides the following Limited Manufacturer Warranty to the original retail owners of its 2023 model year Veer Boats, that if purchased from an authorized Veer dealer and operated under normal, noncommercial use, Veer will repair or replace, at its sole discretion, any defect in material or workmanship in the Veer Boat that is reported within the applicable Limited Manufacturer Warranty periods and within the scope as set out below.

### SCOPE

This Limited Manufacturer Warranty applies only to Veer Boats purchased in the US and Canada, and to recreational use customers only (not commercial users). Commercial use is defined as any use of the product which generates income, even if the product is only occasionally used for such purposes. The details of the Commercial Use Warranty are set forth below.

Routine maintenance outlined in the Owner's and included Maintenance Manuals must be timely performed in order to maintain Limited Manufacturer Warranty coverage.

This Limited Manufacturer Warranty applies to the following items:

1. Three (3) Year Limited Structural Warranty. Veer will repair or replace at its sole discretion any structural defect in material or workmanship in the roto mold hull/deck if reported within three (3) years of the first retail purchase, if not otherwise referenced above or included in Exclusions. **This Limited Warranty provision is not transferable.**
2. Twelve (12) Month Limited Material & Workmanship Warranty. Veer will repair or replace at its sole discretion any defect in materials and workmanship which is not covered, limited, or excluded by any other provision of this Limited Warranty if reported within twelve (12) months of the first retail purchase, if not otherwise referenced above or included in Exclusions. **This Limited Warranty provision is not transferable.**

### EXCLUSIONS

This Limited Manufacturer Warranty does not apply to any Boat which has been salvaged or declared a total loss or a constructive total loss for any reason not covered in this Limited Manufacturer Warranty. This Limited Manufacturer Warranty also does not apply to the following items:

1. Any defect due to the negligence or misuse of others, including failure to operate or maintain the product in accordance with acceptable boating practices and operation and maintenance instructions; unreasonable use; damage; accidents, alterations, abuse, improper rigging and installation by the owner or any other person or entity not being an authorized dealer; failure to trim the boat properly while running; failure to slow speed in rough seas or high wakes; beaching and grounding the boat; exceeding horsepower rating and load capacities as indicated on capacity plates fixed to the boat.
2. Defects due to racing or use of performance products placing undue stress on parts;
3. Ordinary wear, tear, and discoloration;
4. Derigging charges and re-rigging charges.
5. Damage due to towing by another boat;
6. Damage caused by an improper trailer or mismatching to a trailer or lift; failure to properly secure to the trailer or lift; or failure to apply proper transom and/or engine support when transporting or storing. Damage caused by carpeted trailer bunks when used in saltwater environments. Repairs made necessary due to inadequate trailering, trailers improperly assembled, designed, adjusted, or maintained.
7. Damage resulting from oxidation, poultice, galvanic electrolytic corrosion, salt water, or improper use of paints. Note that surface contaminants could cause oxidation if not removed from the vessel; therefore, owners should ensure that such contaminants are kept free from the vessel as needed.
8. Damage caused by abuse or failure to perform normal maintenance.
9. Damage caused by mooring or storing boat in water.
10. Weather related damage, such as freezing, prolonged sun exposure, or high winds.
11. Leakage around latches, hatches, and other openings.

12. Out-drive, propellers, engines or component installation requiring make-ready servicing, adjustments or assembly for delivery.
13. Consequential, indirect, or incidental damages, or mental distress, including but not limited to damage to property, loss of revenue, towing expenses, haul out charges, gasoline, mileage, or service calls.
14. Transportation to and from the repair facility.
15. Any modifications by Veer to a Veer Boat in design, manufacturing, standard options, accessories, or warranties from previous Veer Boats. Veer reserves the right to modify and/or make design changes or discontinue any of its products/materials, without notice to the purchaser, and without any obligation to modify previous boats, and shall not be liable as a result of such discontinuance or modification
16. Any failure or defect arising from a previous repair made by a non-authorized service provider.
17. Any item exceeding the expressed coverage limits specified in this Limited Warranty.
18. Damage, tearing, snags, fading, shrinkage, or deterioration of canvas, vinyl, upholstery, flooring, fiberglass, plastics, and enclosures, or to other soft goods as a result of improper storage or care.
19. Damage from rock chips, scratches, dents, road salt, tree sap, pollen, bird/spider droppings, acts of nature including but not limited to hail, lightning, windstorms, and abrasions from boat covers, beach sand and rocks.
20. Environmental damage (such as mold or mildew) to canvas, zippers, vinyl, upholstery, isinglass or like material, flooring, plastic, and trim and/or excessive deterioration to canvas, vinyl, flooring or other soft goods caused by overexposure to the sun or improper ventilation as a result of covering the boat with wet interior. Canvas used in mooring covers, bimini tops, and enclosures are intended to provide protection from sun exposure and are water resistant, they are not waterproof.
21. Damage caused by vandalism, collisions, rodents, battery acid, and chemical spills.
22. 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.

### **COMPONENT WARRANTIES**

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts (“Component Manufacturer”) on the Boat are hereby assigned to the owner, to the extent permitted by the Component Manufacturer, as the owner’s sole and exclusive remedy with respect to such items. Any assistance by Veer and/or its authorized dealers with regard to components which carry their own warranties shall not constitute an adoption of the warranty responsibilities of the component manufacturer.

### **COMMERCIAL USE WARRANTY**

For any Veer Boat used for commercial or revenue-producing purposes, the terms of this warranty will only apply for a period of ninety (90) days from the date of purchase by the original owner. All other warranties are disclaimed.

### **SOLE REMEDY**

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS THAT ARE FOUND TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP COVERED BY THIS LIMITED MANUFACTURER WARRANTY SHALL CONSTITUTE THE OWNER’S SOLE AND EXCLUSIVE REMEDY AGAINST VEER FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE UNDER THIS LIMITED MANUFACTURER WARRANTY. IN NO EVENT SHALL ANY REPAIR OR REPLACEMENT UNDER THIS LIMITED MANUFACTURER WARRANTY EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AS OF THE DATE OF THE OWNER’S CLAIM. ACCEPTANCE OF ANY PRODUCT RETURNED OR ANY REFUND PROVIDED BY VEER SHALL NOT BE DEEMED AN ADMISSION THAT THE PRODUCT IS DEFECTIVE. PRODUCTS THAT ARE REPLACED BECOME THE PROPERTY OF VEER.

## **ENVIRONMENTAL POLICIES**

In keeping with environmental policies and practices, Veer 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.

## **OTHER LIMITATIONS**

EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN LIMITED WARRANTIES BY VEER, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY VEER ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. VEER FURTHER 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 THE TERMS OF THIS LIMITED MANUFACTURER WARRANTY.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. TO THE EXTENT THE IMPLIED WARRANTY CANNOT BE DISCLAIMED, IT IS LIMITED TO THE SHORTER OF ONE YEAR FROM THE DATE OF DELIVERY TO THE FIRST RETAIL OWNER OR THE DURATION OF THE RESPECTIVE LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW NEITHER VEER, NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. 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.

## **ACCESS FOR SERVICE**

The owner must provide Veer with a reasonable opportunity to repair, and reasonable access to the Veer Boat for warranty service. Warranty claims shall be made by delivering the Veer Boat for inspection to a Veer dealer authorized to service the product. If the owner cannot deliver the product to such a dealer, written notice must be given to Veer. Veer will then arrange for the inspection and any covered repair, and the owner shall pay for all related transportation charges and/or travel time.

## **STATUTE OF LIMITATIONS**

Any action for rescission or revocation against Veer 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 Veer, 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**

To obtain service under this Limited Warranty, contact the selling Veer dealer within the applicable warranty period. All warranty work or repairs must be referred to any Veer authorized dealer or facility (unless otherwise approved by Veer) for authorization as a condition precedent to Limited Manufacturer Warranty coverage. The owner is responsible for the expense associated with transporting the Veer Boat to and from the repair facility. Veer must receive written notice of any remaining warranty claims from the owner prior to the expiration of the owner's Limited Manufacturer Warranty, and the owner must allow Veer an opportunity to resolve the matter. The owner must notify Veer of any Boat being repaired by an authorized Veer dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt.

## **REGISTRATION & WARRANTY TRANSFER POLICY**

The limited warranty coverage is activated by the authorized dealer registering the sale of a new Boat with Veer. This Limited Manufacturer Warranty extends only to the first retail purchaser. Notwithstanding anything in this Limited Manufacturer Warranty to the contrary, Veer reserves the right to reject any warranty transfer request for a Veer Boat that has been damaged, neglected, or otherwise previously excluded from warranty.

## **PRIVACY POLICY**

This Limited Manufacturer Warranty is at all times subject to our Privacy Policy available at [www.Veerboats.com](http://www.Veerboats.com).

## **MODIFICATIONS & SEVERABILITY**

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of this vessel may not be modified, altered or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed written authority of a management level employee of Veer. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

## **GOVERNING LAW AND VENUE**

This Limited Manufacturer Warranty shall be interpreted and construed according to and governed by the laws of the State of Tennessee, without regard to conflict of law principles. Venue for any and all disputes arising out of or related to this Limited Manufacturer Warranty, including without limitation the interpretation, performance or breach of this Limited Manufacturer Warranty, shall be solely and exclusively before the United States District Court for the Eastern District of the State of Tennessee. The parties' consent to the *in personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C. Section 1404 or 1406 (or any successor statutes) or the doctrine of *forum non conveniens*. If the United States District Court does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Knox County, Tennessee, and the parties consent to the personal jurisdiction of such court for the purpose of such litigation.

## **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.

For further information regarding this Limited Manufacturer Warranty, please contact Veer at:

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