

# Arc Sport Warranty

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## **Disclaimer and Limitation of Implied Warranties.**

Arc Boat Company (“Arc”) provides the following express limited warranty on an Arc Sport boat (“Boat”), subject to the remedies, conditions, exclusions, and limitations set forth below. This express limited warranty is extended only to the original owner and a subsequent second owner who complies with Arc’s Warranty Transfer policy.

Arc’s warranties are designed to cover any defects in materials or workmanship that affect the functionality of the Boat during the warranty period. Given the handcrafted nature of the Boat, minor inconsistencies and variations between individual Boats are expected and, along with issues arising from normal wear and tear, are not covered under warranty.

## **Before Operating.**

Before operating your new Boat, you must read and understand the Owner’s Manual.

## **Limited Warranty and Term.**

The following is included with purchase and starts on the original owner’s date of delivery:

- A lifetime warranty on the primary fiberglass structure covering defects.
- A two-year warranty on displays.
- A three-year warranty on the foam flooring and gelcoat applied at the factory, contingent on you providing proper maintenance and care as described in the Corrosion and Cleaning the Boat section of the Arc Sport Owner’s Manual. Arc’s warranty will not cover scratching, discoloration, or fading of the gelcoat. The reason for this limitation and exclusion is because environmental operating conditions and customer maintenance/care are factors that have a significant effect on the condition and durability of the gelcoat, and are outside of Arc’s reasonable control.
- A five-year warranty on high voltage batteries, guaranteeing a minimum of 80% battery capacity, as measured at room temperature, with no restriction on cycles.
- A five-year unlimited hours warranty on the motor.
- A five-year warranty on all other Arc-manufactured components for defects.

All components, other than those itemized below and those components that are warranted by Arc, are warranted solely for non-commercial use from the original owner’s date of delivery. Commercial use is defined as, but not limited to, use of the product by ski schools, establishments, boat-sharing communities, or other organizations, or related to promotional use, rentals, or similar activities.

Components not covered under this warranty:

- Water pump impellers.
- Closed-loop cooling plates.
- Consumable items that are frequently replaced as part of routine maintenance.
- Fuses, light bulbs, and low-voltage outlets.

### **Commercial Use Warranty**

- A five-year warranty on the primary fiberglass structure covering defects.
- A one-year warranty on displays.
- A one-year warranty on the foam flooring and gelcoat applied at the factory, contingent on you providing proper maintenance and care as described in the Corrosion and Cleaning the Boat section of the Arc Sport Owner's Manual. Arc's warranty will not cover scratching, discoloration, or fading of the gelcoat.
- A one-year warranty on high-voltage batteries.
- A one-year 200 hours warranty on the motor.
- A one-year warranty on all other Arc-manufactured components for defects.
- After the warranty period expires, the owner is responsible for all labor, materials, and repair costs.
- Arc's warranty does not cover incidental or consequential damages related to commercial use of the Boat.
- Excluded damages include loss of income, loss of time, lost earnings, or other commercial losses resulting from downtime, service, or repair.
- No compensation will be provided for substitute equipment, business interruption, or other indirect costs incurred while the Boat is out of service for warranty claims.
- Arc reserves the right to deny warranty claims that, in its sole judgment, result from extraordinary wear and tear associated with commercial operation beyond the stated limits.

### **Warranty Exclusions.**

Arc's warranties do not cover:

- Regular maintenance of the Boat or its components.
- Damage to the Boat or its components resulting from owner misuse, lack of or improper maintenance, negligence, or collision.
- Corrosion, marine growth, or paint defects resulting from owner misuse, lack of or improper maintenance, negligence, or collision.
- Modifications or repairs made to the Boat by any non-Arc approved third party.
- Theft or vandalism.
- Effects of natural disasters or other unforeseeable acts beyond human control.
- Damage to the Boat resulting from usage in large waves or open ocean conditions, as defined in the Owner's Manual.
- Harm resulting from overloading the Boat beyond its capacity limits.

**Reasonable Time for Repair.**

Customer service and satisfaction is a top priority for Arc. However, extenuating circumstances, such as supply chain constraints, may cause delay in time to service or repair your Boat. Please allow reasonable time for completion for repairs and other service. Arc appreciates your patience and is committed to keeping you informed every step of the way.

**Flexible Repair Solutions.**

Arc reserves the right to assess and determine the best course of action for repairs, including those that deviate from the original design. Arc will always strive to repair the Boat to functionality consistent with the original condition.

**Limitations and Disclaimers.**

This warranty is the only express warranty made in connection with your Boat. All other implied or express warranties, including any statutory warranty rights following from local laws, or other conditions, are hereby disclaimed.

**Owner's Responsibility.**

Performance under this warranty shall be conditioned upon the original owner's compliance with the following requirements:

- Owner shall verify that the delivery service has been performed, all requested information recorded, and that Arc has signed the warranty registration.
- Owner shall follow the instructions and operating guidelines in the Owner's Manual.
- Owner shall follow or comply with the maintenance schedule, operation limits, and lay up instructions, as outlined in the Owner's Manual.

**Procedure for Enacting Warranty.**

In the event that you believe your Boat has a defect covered by warranty, you must notify Arc by email at [service@arcboats.com](mailto:service@arcboats.com) within 30 calendar days of the discovery of any claimed defect. Failure to do so may result in any warranty obligations being voided.

Prior authorization in writing must be obtained from Arc for any warranty repairs over \$50.00 and in all cases where the owner fails to establish the warranty registration, pursuant to the Owner's Responsibility, as defined above. This warranty shall not be effective and, therefore, cannot be honored until confirmed by Arc.

**Warranty Transfer.**

These warranties may be transferred a single time only to a second owner, provided that Arc is notified of the transfer via email to [service@arcboats.com](mailto:service@arcboats.com) within 10 business days of the ownership change.