

LIMITED WARRANTY

Welcome to the Worldwide Family of Regal Owners! We are very pleased that you have chosen a Regal Power Boat!

This document is your Limited Warranty Registration Certificate and Statement of Limited Warranty. Please check the registration information section for accuracy. If this information is not correct or if you change your address at some future date, please notify us at the following address: Regal Marine Industries, Inc. Attention: Warranty Registrations, 2300 Jetport Drive, Orlando, Florida 32809; or email customerservice@regalboats.com.

Please read the Limited Warranty carefully. It contains important information on Regal's claims procedures and your rights and obligations under this Limited Warranty.

WHAT IS COVERED: This Limited Warranty applies to Regal boats beginning with model year 2023.

LIFETIME LIMITED STRUCTURAL DECK & HULL WARRANTY: Regal Marine Industries, Inc. warrants to the original retail purchaser of this boat, if purchased from an authorized Regal dealer, that the authorized selling Regal dealer or Regal will repair or replace the factory-installed fiberglass if it is found to be structurally defective in material or workmanship, for as long as the original retail purchaser owns the boat. For the purpose of this Limited Warranty, the hull is defined as the single fiberglass casting which rests on the water. The deck is defined as the single fiberglass casting attached to the hull. This Limited Warranty is subject to all limitations and conditions explained below.

FIVE-YEAR TRANSFERABLE LIMITED STRUCTURAL DECK & HULL WARRANTY: Regal Marine Industries, Inc. warrants to the original retail purchaser of this boat, if purchased from an authorized Regal dealer, In addition to the Lifetime Limited Structural Hull Warranty, Regal offers a Transferable Five-Year Limited Structural Deck & Hull Warranty. Under the Five-Year Transferable Limited Structural Hull Warranty, the authorized Regal selling dealer or Regal will repair or replace the fiberglass hull or deck if it is found to be structurally defective in material or workmanship within the first five (5) years after date of delivery to the original retail purchaser. Any remaining term of this Five-Year Limited Hull Warranty may be transferred to a second owner if within 60 days of purchase; the new owner registers the transfer with Regal and pays the established Limited Warranty transfer fee. Contact Regal Customer Service at the above address for details.

FIVE-YEAR LIMITED HULL BLISTER WARRANTY: Regal Marine Industries, Inc. warrants to the original retail purchaser of this boat, if purchased from an authorized Regal dealer that the authorized Regal selling dealer or Regal will repair any underwater gelcoated surfaces of the hull against laminate blisters

which occur as a result of defects in material or workmanship within five (5) years of the date of delivery, provided that the original factory gelcoat surface has not been altered. Alteration would include but is not limited to damage repair; excessive sanding, scraping, sandblasting; or from improper surface preparation for application of a marine barrier coating or bottom paint, any of which shall void this Five-Year Limited Hull Blister Warranty. Proper preparation must be applied to the hull bottom if the boat is to be moored in the water for periods in excess of sixty (60) days. Regal Marine shall repair or cause to be repaired any covered laminate blisters based on the following prorated schedule.

Less than three (3) years from delivery date - 100%, Three (3) to four (4) years from delivery date - 50%, Four (4) to five (5) years from delivery date - 25%

Reimbursement shall be limited to one repair, not to exceed one hundred fifty (\$150.00) dollars per foot of boat length prior to prorating. Regal's prior authorization for the method and cost of repair must be obtained before repairs are commenced. All costs to transport the boat for repairs are the responsibility of the owner.

LIMITED GENERAL WARRANTY: Regal Marine Industries, Inc. warrants to the original retail purchaser of this boat, if purchased from an authorized Regal dealer, In addition to above hull warranties, that the authorized Regal selling dealer or Regal will repair or replace any parts found to be defective in materials or workmanship for a period of one (1) year from the date of delivery, subject to all exceptions, limitations and conditions contained herein.

THREE YEAR REGAL COMPONENT WARRANTY: Regal Marine Industries, Inc. warrants to the original retail purchaser of this boat, if purchased from an authorized Regal dealer, that the authorized Regal selling dealer or Regal will repair or replace any parts found to be defective in materials or workmanship for cabinetry, fiberglass parts (aside from hull/deck) and upholstery for a period of three (3) years from the date of delivery, subject to all exceptions, limitations and conditions contained herein.

LIMITED EXTERIOR FINISH WARRANTY: Regal Marine Industries, Inc. warrants to the original retail purchaser of this boat, if purchased from an authorized Regal dealer that the authorized Regal selling dealer or Regal will repair cosmetic defects in the exterior gelcoat finish including cracks, air voids or crazing for one year from the date of delivery to the original retail purchaser reported within the first year, subject to all limitations and conditions contained herein. All warranty work is to be performed at a Regal dealership or other location authorized by a Regal Customer Service Manager after it is established to Regal's satisfaction that there is a defect in material or workmanship.

CUSTOMER OBLIGATIONS: The following are conditions precedent to the availability of any benefits under these limited warranties:

(a) The purchaser, who is not Regal's sales agent and is otherwise not in any general or sales agency relationship with Regal, must sign and the authorized Regal selling dealer, must submit to Regal the "NEW

BOAT DELIVERY and ACCEPTANCE CHECKLIST" within fifteen (15) days of the date of delivery and such information must be on file at Regal.

(b) The purchaser must first notify the authorized Regal selling dealer from whom the boat was purchased of any claim under this Limited Warranty within the applicable Limited Warranty period and within a reasonable period of time (not to exceed thirty (30) days after the defect is or should have been discovered.)

(c) Regal will not be responsible to repair any condition or replace any part, (1) if the use of the boat is continued after the defect is or should have been discovered; and (2) if such continued use causes other or additional damage to the boat or component parts of the boat.

(d) Based on the authorized Regal selling dealer's knowledge of Regal's Limited Warranty policy and/or consultations with Regal, the dealer will accept the claim and arrange for appropriate repairs to be performed, or deny the claim, if it is not within the Limited Warranty policy.

(e) The authorized Regal selling dealer will contact the Regal boat owner regarding instructions for delivery of boat or part for covered warranty repair if it is covered by the Limited Warranty. **ALL COSTS TO OR FROM THE BOAT AND/OR TRANSPORT OF THE BOAT FOR REPAIRS ARE THE RESPONSIBILITY OF THE OWNER.**

(f) If the Regal boat owner believed a claim has been denied in error or the authorized Regal selling dealer has performed the covered warranty work in an unsatisfactory manner, the owner must notify Regal's Customer Service Department in writing at the address listed for further consideration. Regal will then review the claim and take appropriate follow-up action.

(g) Before bringing any action, claim, lawsuit or otherwise seeking relief against Regal based on any alleged breach of any of the Limited Warranties' terms or conditions herein, the Regal Boat owner must contact Regal's Customer Service Department Directly and allow Regal, beyond those efforts made by its authorized Regal selling dealer or other authorized Regal dealer, notice and an opportunity to cure any alleged breach of any of the terms of any of the Regal Limited Warranties.

WARRANTY EXCEPTIONS: THIS LIMITED WARRANTY does not cover, the following are not warranted, are excluded from the terms of the Regal Limited Warranty and the following terms apply to any Regal Limited Warranty:

(a) Engines, drives, controls, propellers, batteries, metal plating or finishes, windshield breakage, leakage, fading and deterioration of paints, canvas, vinyl, upholstery, and fabrics;

(b) Gelcoat surfaces including, but not limited to discoloration or blistering except as noted above;

(c) Accessories and items which were not part of the boat when shipped from the Regal factory or which carry their own individual warranty and /or any damage caused by such accessories and items;

(d) Damage caused by one or more of the following: misuse, accident, corrosion, galvanic corrosion, negligence, lack of proper maintenance, or improper trailering;

(e) Any boat used for racing, or used for rental or commercial purposes;

(f) Any boat operated contrary to any instructions furnished by Regal, including instructions and guidance provided in the Regal Owner's Manual, or operated in violation of any federal, state, Coast Guard or other

governmental agency laws, rules, or regulations;

(g) The limited warranty is void if alterations have been made to the boat;

(h) Transportation of boat or parts to and/or from a REGAL factory or service location; (i) Travel time or haul outs, loss of time or inconvenience;

(j) Any published or announced catalog performance characteristics of speed, fuel and oil consumption, and static or dynamic transportation in the water;

(k) Any boat that has been repowered beyond Regal's power recommendations;

(l) Boats damaged by accident and boats damaged while being loaded onto, transported upon or unloaded from trailers, cradles, or other devices used to place boats in water, remove boats from water or store or transport boats on or over land;

(m) Any item repaired, replaced or modified under the terms of this warranty does not in any way prolong, extend or change any terms set forth in this limited warranty;

(n) Water damage to, dry rot to, condensation to, or absorption by interior surfaces, wood structures or polyurethane foam; interior wood including, but not limited to, mold, bleeding and/or discoloration as a result of condensation or moisture or water continually contacting the plywood causing staining to upholstery, carpet or other interior surfaces;

(o) Costs or charges derived from inconvenience or loss of use, commercial or monetary loss due to time loss, and any other special, incidental or consequential damage of any kind or nature whatsoever. (p) Regal reserves the right to improve the design or manufacture process of Regal boats without obligation to modify previously produced product.

NO WAIVER OF THESE TERMS: The terms, conditions, limitations and disclaimers contained herein cannot be waived except by the Customer Service Manager of Regal. Any such waiver shall be in writing. Neither the authorized Regal dealer, nor the customer, nor any service, sales and/or warranty representative of Regal is authorized to waive and/or modify these conditions, limitations and/or disclaimers.

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

AS SET FORTH ABOVE, REGAL MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND EXPRESSLY EXCLUDES ANY SUCH WARRANTY. TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY LAW OR AN IMPLIED WARRANTY OF MERCHANTABILITY IS ALLOWED BY LAW:

(I) ANY IMPLIED WARRANTY OF MERCHANTABILITY THAT IS, AS A MATTER OF LAW, NOT PERMITTED TO BE EXCLUDED AS SET FORTH ABOVE, IS LIMITED TO ONE YEAR FROM THE

DATE OF DELIVERY TO THE FIRST RETAIL OWNER; (2) NEITHER REGAL, NOR ANY SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG ANY IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE IN THOSE STATES. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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 REGAL. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Regal's obligation with respect to this warranty is limited to making repairs to or replacing the defective parts and no claim for breach of warranty shall be cause for cancellation or rescission of the contract or sale for any boat manufacturer by REGAL MARINE INDUSTRIES, INC.

Regal will discharge its obligations under this warranty as rapidly as possible, but cannot guarantee any specific completion date due to the different nature of claims which may be made and services which may be required. Regal reserves the right to change or improve the design of its boats without obligation to modify any boat previously manufactured. This limited warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Regal shall in no way be responsible for any repairs not PRE AUTHORIZED by a Regal Customer Service Manager or repairs performed by a repair shop not PRE-AUTHORIZED by a Regal Customer Service Manager.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL

EXCEPT AS SPECIFICALLY EXCLUDED IN THIS LIMITED WARRANTY, PURCHASER, REGAL AND AUTHORIZED REGAL DEALER AGREE TO SUBMIT ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THE BOAT AND THIS LIMITED WARRANTY AND ALL OTHER AGREEMENTS EXECUTED BY PURCHASER RELATED TO THE BOAT TO BINDING ARBITRATION. IT IS THE EXPRESS INTENT OF PURCHASER, REGAL AND DEALER THAT THIS ARBITRATION PROVISION APPLIES TO ALL DISPUTES, INCLUDING CONTRACT DISPUTES, TORT CLAIMS, FRAUD CLAIMS AND FRAUD-IN-THE INDUCEMENT CLAIMS, STATUTORY CLAIMS AND REGULATORY CLAIMS RELATING IN ANY MANNER TO THE BOAT AND THIS LIMITED WARRANTY.

IF ANY CONTROVERSY OR CLAIM DESCRIBED IN THIS ARBITRATION PROVISION IS DETERMINED FOR ANY REASON TO BE INELIGIBLE FOR ARBITRATION, AND FOR ANY CONTROVERSIES, CLAIMS, OR DISPUTES SPECIFICALLY EXEMPTED FROM ARBITRATION, THEN THOSE CONTROVERSIES, CLAIMS OR DISPUTES SHALL INSTEAD BE DECIDED BY A JUDGE OF A COURT OF COMPETENT JURISDICTION, IN ORANGE COUNTY, FLORIDA, WITHOUT A JURY. PURCHASER, REGAL AND DEALER KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ALL SUCH CONTROVERSIES, CLAIMS AND DISPUTES. PURCHASER, REGAL AND DEALER UNDERSTAND THAT THERE SHALL BE NO JURY TRIAL, WHETHER THE CONTROVERSY OR CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BEFORE A JUDGE. NOTWITHSTANDING THE PROVISIONS OF THIS ARBITRATION AGREEMENT, WITH REGARD TO CONTROVERSIES AND/OR ENTITLEMENT TO POSSESSION OF EITHER THE BOAT OR ANY TRADE-IN, ANY PARTY HERETO MAY RESORT TO A JUDICIAL DETERMINATION (BY A JUDGE AND NOT A JURY), OF SUCH CONTROVERSIES, DISPUTES OR CLAIMS WITHOUT WAIVING ANY RIGHT TO DEMAND ARBITRATION WITH RESPECT TO ALL OTHER CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE PARTIES AS MORE SPECIFICALLY SET FORTH IN THIS ARBITRATION PROVISION.

ALL ARBITRATIONS SHALL PROCEED THROUGH THE AMERICAN ARBITRATION ASSOCIATION AND BE SUBJECT TO ITS COMMERCIAL ARBITRATION RULES, EXCEPT AS SET FORTH HEREIN. THE ARBITRATORS SHALL HAVE THE AUTHORITY TO AWARD ANY FORM OF RELIEF THAT COULD BE PROPERLY AWARDED IN A CIVIL ACTION IN THE STATE OF FLORIDA FOR THE TYPE OF CLAIMS PRESENTED, SUBJECT HOWEVER, TO ALL LIMITATIONS, PREDICATES, AND CONDITIONS COVERING SUCH REMEDIES OR RELIEF UNDER FLORIDA LAW.

THE PURCHASER, REGAL OR DEALER MAY DEMAND ARBITRATION OF A CLAIM BY FILING A WRITTEN DEMAND FOR ARBITRATION, ALONG WITH A STATEMENT OF THE MATTER IN CONTROVERSY WITH THE AMERICAN ARBITRATION ASSOCIATION, AND SIMULTANEOUSLY SERVING A COPY UPON THE OTHER PARTY. PURCHASER, REGAL AND DEALER AGREE THAT THE ARBITRATION PROCEEDING SHALL BE CONDUCTED IN ORANGE COUNTY, FLORIDA UNLESS OTHERWISE AGREED BY THE PARTIES. EACH PARTY AGREES TO BEAR THEIR OWN ATTORNEY FEES AND COSTS. THE FILING FEES AND ALL OTHER THIRD-PARTY COSTS FOR THE ARBITRATION, INCLUDING THE ARBITRATOR'S FEE SHALL BE PAID BY THE FILING PARTY INITIATING THE ARBITRATION. THE PREVAILING PARTY SHALL BE ENTITLED TO REIMBURSEMENT OF THEIR REASONABLE ATTORNEY FEES AND REASONABLE EXPENSES FROM THE NON-PREVAILING PARTY.

REGISTRATION INFORMATION: