

Warranty Terms

Warranty Terms for Maxima Boats

This limited warranty applies to Maxima Boats boats and is valid exclusively for boats delivered by Maxima Boats B.V. For products covered by this warranty, Maxima Boats warrants that every new boat sold is intended for normal, non-commercial use and is free from defects in materials and workmanship during the periods described below. To be covered by the warranty, the products must be sold by authorized dealers listed at www.maximaboats.nl.

The warranty does not apply to the excluded items listed under the heading “What Is Not Covered by the Warranty” or to other limitations set forth in this limited warranty.

Duration of Coverage

1.1 This limited warranty provides coverage to customers for recreational use (non-commercial users) for two (2) years from the date the product is first sold or the date the product is first put into use, whichever occurs first.

1.2 The limited warranty further covers the hull and deck against STRUCTURAL (not cosmetic) defects caused by a defect in materials or workmanship and occurring within 2 years of the date of delivery.

1.3 Structural failure means a substantial malfunction in the hull and/or deck of the product, rendering the product unsuitable or unsafe for general use as a recreational watercraft under normal operating conditions. This includes the hull and all internal structural components attached to the hull, such as stringers, bulkheads, the transom, and the hull-to-deck joint.

1.4 Hardware items are also covered by this warranty and have a 2-year warranty period, even if they are attached to the hull. Commercial use of the boat(s) voids the warranty. Commercial use is defined as any use of the product related to employment or a service contract, or any use of the product that generates income during the warranty period. The warranty period also expires if the product is used only occasionally for such purposes.

1.5 The repair or replacement of parts or the performance of maintenance under this warranty does not extend the duration of the warranty. Furthermore, the original expiration date of the warranty remains in effect.

Conditions for Obtaining Warranty Coverage

2.1 Warranty coverage is available only to consumers who purchase from or through a dealer authorized by MAXIMA BOATS B.V. to distribute the product in the country where the sale took place. Warranty coverage becomes effective once the product has been properly registered by the authorized dealer. Routine maintenance must be performed on time to maintain warranty coverage.

2.2 MAXIMA BOATS B.V. reserves the right to make future warranty coverage contingent upon proof of proper maintenance.

What MAXIMA BOATS B.V. Will Do

3.1 MAXIMA BOATS B.V.'s sole and exclusive obligation under this warranty is limited to repairing or replacing a defective part (such as repairing structural hull defects) or refunding the purchase price of the defective MAXIMA BOATS B.V. part. The choice of the method to be used rests with MAXIMA BOATS B.V. at all times.

3.2 This coverage includes the repair of any surface with a gelcoat layer on the hull or deck that exhibits delamination caused by a defect in materials or workmanship, provided that the original surface with the factory gelcoat layer has not been altered in any way, such as by an accident, repair, or the application of a coating other than underwater paint, or improper surface preparation for painting (i.e., excessive sanding, sandblasting, etc.).

3.3 MAXIMA BOATS B.V. reserves the right to improve or modify products from time to time without assuming any obligation to modify or improve products manufactured previously.

Sole and exclusive remedy

4.1 If the boat owner makes a claim under the warranty, any repair or replacement shall in no event exceed the actual market value of the boat as of the date of the warranty claim.

4.2 The repair or replacement of parts found to be defective in materials or workmanship and covered by this limited warranty constitutes the owner's sole and exclusive remedy against MAXIMA BOATS B.V. for any claims or economic losses suffered as a result of product failure.

4.3 The terms and conditions in this document may not be altered, modified, or deviated from by any act, omission, or representation, whether oral or written, except with the express written consent of a MAXIMA BOATS B.V. executive.

How to Obtain Warranty Coverage

5.1 The customer must give MAXIMA BOATS B.V. a reasonable opportunity to perform the repair and grant reasonable access to the product for warranty service. Warranty claims must be submitted by delivering the product for inspection to a MAXIMA BOATS B.V. dealer authorized to perform maintenance on the product. If the buyer is unable to deliver the product to such a dealer, MAXIMA BOATS B.V. must be notified in writing. MAXIMA BOATS B.V. will then arrange for the inspection and any covered repairs. In that case, the buyer will pay all associated transportation costs and/or reimburse the full travel time.

5.2 If the service provided is not covered by this warranty, the buyer shall pay all labor and material costs, as well as all other costs associated with that service.

5.3 The buyer shall not ship the product or parts of the product directly to MAXIMA BOATS B.V., unless requested to do so by MAXIMA BOATS B.V.

5.4 Any product or part shipped by the buyer for inspection or repair must be shipped with prepaid shipping costs.

What Is Not Covered by the Warranty

This limited warranty does not cover:

6.1 The engine, gear drives, drives, reverse gearboxes, controls, propellers, devices, batteries, or other equipment or accessories that have their own warranties; parts, equipment, or accessories not installed by MAXIMA BOATS B.V.

6.2 Breakage of the plexiglass windshield, rainwater leakage, damage to or deterioration of cosmetic surface finishes—including discoloration of the gelcoat layer, cracks, hairline cracks, or air bubbles—and fading or oxidation of the gelcoat layer.

6.3 Wood finishes (varnishes, stains, and paint), fabrics, vinyl, plastic, plated or painted metals, and stainless steel finishes; antifouling bottom paint or zinc anodes; hull peeling occurring below the waterline; normal wear and tear, including deterioration or corrosion of hardware, plastic, metal, or tape; vinyl; tops; upholstery; emblems; etc.

6.4 Damage caused by modification, misuse, an accident, or contact with an object underwater; routine maintenance; alterations; abnormal use; neglect; improper maintenance; or the use of an accessory, piece of equipment, or part not manufactured or sold by MAXIMA BOATS B.V.

6.5 The warranty is void if the product is used for racing, race preparation, other competitive activities, or military purposes, regardless of the time or duration of the activity.

6.6 The warranty is void if the maximum power specification on the capacity plate is exceeded. Expenses related to hauling out, launching, towing, storage, telephone calls, rental fees, inconvenience, slip fees, insurance coverage, loan payments, loss of time, lost income, or any other form of incidental or consequential damages are not covered by this warranty.

6.7 No person or entity, including dealers authorized by MAXIMA BOATS B.V., has been authorized by MAXIMA BOATS B.V. to make any affirmation, representation, or warranty regarding the product, other than those contained in this limited warranty, and any such confirmation, representation, or warranty, if made, shall not be enforceable against MAXIMA BOATS B.V.

Other Limitations

7.1 Except as set forth herein, or as set forth in any other written express warranties provided by MAXIMA BOATS B.V., there are no other express or implied warranties applicable to the boat.

7.2 All other warranties, whether express or implied, including implied warranties of fitness for a particular purpose and merchantability, are expressly excluded.

7.3 MAXIMA BOATS B.V. further disclaims any liability for economic loss resulting from claims related to product failure, negligence, defective design, manufacturing defects, the absence of warnings and/or instructions, inadequate seaworthiness, and any other theory of liability not expressly covered under the terms of this limited warranty.

7.4 To the extent required by law, any implied warranty of merchantability is limited to the duration of the respective express limited warranties set forth herein. To the extent permitted by law, neither MAXIMA BOATS B.V. nor the seller shall be liable for any loss of use of the boat, loss of time, inconvenience, commercial loss, or consequential damages.

7.5 Some jurisdictions do not allow exclusions or limitations regarding the duration of an implied warranty; therefore, the above limitations or exclusions may not apply.

7.6 This warranty gives the owner specific legal rights, and the owner may also have other rights that vary by jurisdiction.

7.7 Consumers in the European Union (EU) may have statutory rights under applicable national laws regarding the sale of consumer goods that are not affected by this limited warranty.

7.8 The consumers statutory rights under any applicable national laws regarding the sale of consumer goods will not be affected.

Do you have any questions about the warranty terms? Please feel free to contact us using the information below.

Maxima Boats B.V.

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Netherlands