



BOAT COMPANY

**INVINCIBLE BOAT COMPANY'S LIMITED  
WARRANTY**

**A) Warranty- What is covered:**

- 1) Invincible Boat Company warrants to the boat's original purchaser / owner and one (1) subsequent owner that the boat shall be free from the following defects in:
  - a) the material or workmanship for a period of one (1) year from the date of the boat's purchase by the original owner, subject to the exclusions and limitations set forth in section B) below;**
  - b) the boat's upholstery for a period of 90 days from date of purchase by the original owner;**
  - c) all pumps for a period of 90 days from the date of purchase by the original owner; and**
  - d) the paint or gel coat finish for a period of 90 days from the date of purchase by the original owner.****
- 2) Invincible Boat Company will repair any structural defect in the boat's hull caused by faulty workmanship or materials for a period of twelve (12) years from the date of purchase by the original owner, subject to the exclusions and limitations below.**
- 3) The above warranty is transferable one (1) time and only applies to the first and second purchaser/owner. Any attempts to transfer beyond the second owner shall be null and void.**
- 4) All warranty repairs will be completed at the Invincible Boat Company factory located at:  
4700 NW 132 Street, Opa Locka, FI 33054.**

**Invincible Boat Company will not transport the purchased boat to or from its factory. It is the boat owner's responsibility to transport the boat to and pick up the boat from the factory location if warranty repairs are needed.**



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**B) Exclusions- Not covered: The following items are specifically excluded from the above warranty:**

- 1) Parts and accessories NOT manufactured by Invincible Boat Company, including but not limited to, engines, propellers, out-drives, controls, trim tabs, fuel tanks, breakers, lights, and instruments.**
- 2) Any Invincible boat that has been used at any time for commercial purposes, including, but not limited to, use in or for the production of revenue or income.**
- 3) Any Invincible boat that has been subjected to abuse or neglect in use, maintenance or service, including, but not limited to: (a) careless or improper hauling, loading, use or operation of the boat, (b) for racing purposes, (c) contrary to load or horsepower capacity recommended by Invincible Boat Company, (d) contrary to Invincible Boat Company's operation and maintenance recommendations, or (e) in connection with accessories not recommended by Invincible Boat Company.**
- 4) Any defect in windshield, upholstery material or convertible top discovered after delivery to the first purchaser/owner.**
- 5) Any defect caused by, resulting from or in connection with the modification or installation by any third party of any devices or parts including, without limitation, engines, electronics, instruments, pumps, hardtop, aluminum for hardtop, etc.**
- 6) Any adjustment, realignment, repair or replacement made necessary by normal wear and tear.**
- 7) Any electrolysis, crevice, galvanic corrosion or any deterioration of underwater equipment.**
- 8) Damages, defects and/or deterioration caused by environmental or climatic conditions, neglect, negligence, accident and/or abuse or misuse**
- 9) Any unauthorized repairs.**
- 10) To the extent permitted by applicable law, any incidental, indirect, special or consequential damages including, without limitation, loss of use, loss of time, travel and expenses of any party, such as towing charges, rentals, fuel, lodging, food, etc., are specifically excluded from the above warranty.**



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- C) Conditions of Warranty: As a condition of Invincible Boat Company's obligations pursuant to the above warranty, the first purchaser/ owner shall:**
- (1) Within ten (10) days of the date of sale, complete and mail to Invincible Boat Company, the owners warranty registration given to purchaser at the time of sale.**
  - (2) Any repairs and/or replacement services covered under this warranty is not permitted to be performed by any party not pre-authorized in writing by Invincible Boat Company.**
- D) EXCLUSIVE REMEDY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ORIGINAL PURCHASER'S/OWNER'S SOLE AND EXCLUSIVE REMEDY UNDER THE ABOVE WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REASONABLE REPAIR OR REPLACEMENT (AT INVINCIBLE BOAT COMPANY'S OPTION) OF ANY PARTS FOUND TO BE DEFECTIVE BY INVINCIBLE BOAT COMPANY.**
- E) NO OTHER WARRANTIES: INVINCIBLE BOAT COMPANY DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND. THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED AND/OR IMPLIED WARRANTIES OF ANY KIND. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE INVINCIBLE BOAT COMPANY, ARE EXPRESSLY DISCLAIMED BY INVINCIBLE BOAT COMPANY. THE TERMS OF ANY IMPLIED WARRANTIES THAT ARE NOT FULLY DISCLAIMED UNDER APPLICABLE LAW ARE NONETHELESS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY AS SET FORTH IN SECTION A) ABOVE.**
- F) DISPUTE RESOLUTION, JURISDICTION AND VENUE: To the extent permitted by law, jurisdiction and venue for any action brought under this Limited Warranty or in connection with the Invincible boat that is the subject of this Limited Warranty shall lie exclusively in the state or federal courts located within Miami-Dade County, Florida. Florida law shall govern with respect to all disputes related to the**



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- G) This Limited Manufacturer Warranty is activated by the authorized selling dealer (or agent) registering the sale through submission of the Invincible Boat Company Limited Warranty Registration Card document to Invincible Boat Company within thirty (30) days of the delivery of the vessel to the Original Customer.**
- H) This warranty is provided only to the Original Customer of the vessel from an authorized dealer but can be transferred to one (1) subsequent owner. No warranty coverage is extended beyond Original Customer unless Owner follows Invincible Boat Company’s prescribed “Warranty Transfer and Acceptance Procedure”. The unexpired portion of this Limited Warranty may be transferred only if: (a) the new owner submits an Invincible Boat Company Warranty Registration Transfer Form and a copy of the Bill of Sale, and (b) Invincible Boats authorizes the transfer in writing in its sole discretion, which may require Invincible Boats’ satisfaction after review of a survey. Contact Invincible Boats Customer Support Department for assistance with transferring this Limited Manufacturer Warranty.**
- I) interpretation and construction of this Limited Warranty.**

**Date:** \_\_\_\_\_

**Hull Number:** \_\_\_\_\_

\_\_\_\_\_

**Customer Name**

\_\_\_\_\_

**Customer Signature**

\_\_\_\_\_

**Invincible Boat Co. Name**

\_\_\_\_\_

**Invincible Boat Co. Signature**

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.