

Limited Warranty

ALK 2, LLC ("K2 Powerboats") warrants each new fiberglass boat and its fiberglass parts to be free from defects in materials and workmanship under normal care and use for a period of (10) years from the date of the purchase by the original purchaser (the "Purchaser"). This warranty is made by K2 Powerboats to the original Purchaser and is not transferrable to subsequent purchasers or lessors.

K2 Powerboats agrees to repair or replace, at the option of K2 Powerboats, fiberglass parts of its own manufacture of which K2 Powerboats is notified within this warranty period. Said repair or replacement shall be performed without cost to the Purchaser; however, the Purchaser shall bear any and all expenses with regard to returning, transferring or shipping said boat to **K2 Powerboats, 1563 S. Oates St., Dothan, AL 36301**, which costs shall be prepaid by the Purchaser.

K2 Powerboats does not warranty parts, machinery, accessories, or equipment that are not manufactured by K2 Powerboats, or which are installed by sub-contractors, dealers, or aftermarket sellers. With regard to all such non-warranted items, K2 Powerboats shall cooperate with the Purchaser in the pursuit of warranty claims made within one (1) year from the date of the purchase. The responsibility of K2 Powerboats is limited to notifying suppliers or manufactures of non-warranted items of warranty claims against them and assigning its warranty rights to the Purchaser at the exclusive discretion of K2 Powerboats.

This limited warranty does not apply to: (1) any K2 Powerboat which has been powered or loaded in excess of manufacture's maximum horsepower and/or capacity recommendations; (2) any K2 Powerboat utilized by the operator in a race or organized racing competition, or used as commercial or work vessel; (3) star crazing, spider cracks or fading of gel-coat, windshield breakage, upholstery damage or other normal wear-and-tear the K2 Powerboats cannot control; (4) any K2 Powerboat for which no owner's registration card has been received by the factory within thirty (30) days of original date; (5) any K2 Powerboat sold to the original purchaser by anyone other than an authorized K2 Powerboat dealer; (6) any K2 Powerboat with a Jacking Plate Device.

This warranty is expressly in lieu of any verbal or implied warranty, and K2 Powerboats neither assumes nor authorizes any other person to assume for it any liability, whether express or implied with reference to its products. There are no warranties which extend beyond the description on the face hereof. K2 Powerboats expressly disclaims and excludes any implied warranty of merchantability or fitness for a purpose.

The remedies provided herein constitute the Purchaser's exclusive remedies with regard to any alleged defect in the boat or its accessories manufactured by K2 Powerboats, and are given in consideration of the Purchaser's express waiver, by submittal of this document to K2 Powerboats, of any right to incident or consequential damages related to alleged defects in the boat.

In the event of litigation related in any way to alleged defects in the boat to which this warranty may apply, K2 Powerboats and the Purchaser expressly waive their right to a trial by jury, and agree that any such dispute must be referred to arbitration to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be held in Houston County, Alabama. Each party shall share equally in the cost of arbitration.

Dealer's Name: _____ Date Purchased: _____

Boat Model: _____ Serial Number: _____

Original Purchaser's Name: _____

Address _____

Original Purchaser's Telephone No. _____ Original Purchaser's email address: _____

We request the Warranty be returned to ALK 2, LLC 15 days of purchase