

LIMITED WARRANTY

WARRANTY

Apex Canvas Co., LLC warrants all manufactured products, to be free from defects in materials and workmanship, provided that the product has been used and maintained in accordance with recommendations and standard care practices of Apex Canvas Co., LLC. Warranty period is for (1) one year from original manufacture date. The warranty set forth shall be on repair or replacement basis, to be determined exclusively by Apex Canvas Co., LLC, upon receipt and inspection of product. No repairs should be made prior to approval from Apex Canvas Co., LLC.

EXCLUSIONS

The warranty does not cover any product that has been damaged or rendered defective as a result of:

- Misuse, neglect, improper installation, or accident
- Use of harsh chemicals or those not recommended for cleaning.
- Accumulation of ice, snow, or water
- Alterations of original design
- Allowing sharp or pointed objects to come into contact with product
- Products used by dealers for pre-sale, storage, display, or demonstration
- Improper packaging in return shipments to Apex Canvas Co., LLC

There are also conditions that are not covered by the warranty that are normal wear and tear to the product. Some examples are:

- Fading or deterioration caused by leaving the top in the open position (to include cargo top designs) during storage.
- Water misting through the fabric or leaking at seams. (During the initial use of the product some seepage or leaking of water will occur and will diminish with time.)
- Surface rusting or corrosion on tubing or fittings, this is a result of not cleaning periodically.

For purposes of this warranty "misuse" will be defined as:

- Improper application of canvas components. (i.e. tops, extensions, sunshades, and other canvas accessories)
- Improper use of canvas components. (i.e. trailering boat with top in upright (open) position, including cargo top designs, or trailering boat with snap on cover installed)

Note: The removal of any sewn in manufacture labels will result in a voided warranty.

LIMITS OF LIABILITY

Apex Canvas Co., LLC limits its warranty to the same warranty provided by its suppliers and therefore does not express or imply any extended performance of their product. Should the product(s) fail, your sole recourse shall be repair or replacement, as described in the preceding paragraphs. We will not be held liable to you or any other party for damages that result from the failure of this product. Damages excluded include, but not limited to, the following damage to other equipment, and incidental or consequential damages arising from the use, or inability to use this product. In no event, will Apex Canvas Co., LLC be liable for more than the amount of your purchase price, not to exceed the current list price of the product, and excluding tax, shipping, and handling charges.

Apex Canvas Co., LLC disclaims any other warranties, expressed or implied. By installing or using the product, the user accepts all terms described herein.

HOW TO OBTAIN SERVICE UNDER THIS WARRANTY

To obtain an RMA please email warranty@apexcanvas.com with the following, photos of problem area, photo of canvas label, photo of frame label, and shipping address. Utilize the HULL ID # as the subject of the email. If a warrantable condition exists, a RMA will be provided. The package(s) must be plainly marked with the RMA number, or the package(s) will not be accepted for repair. Canvas that arrives at Apex Canvas Co., LLC wet or excessively dirty may be delayed or refused. All shipping charges of product(s) to Apex Canvas Co., LLC are the responsibility of the dealer/owner. The product(s) will be repaired and returned promptly.