

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 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. top, visor, side, and aft curtains are intended as short term covers, not permanent storage covers)
- Improper use of canvas components. (i.e. trailering boat with top in upright (open) position 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 return a warranty claim item, the purchaser must obtain a “Return Materials Authorization” To obtain a RMA please visit www.apexcanvas.com or email warranty@apexcanvas.com. The package(s) must be plainly marked with the RMA number or the package(s) will not be accepted for repair. All shipping charges of product(s) to Apex Canvas Co., LLC are the responsibility of the retail purchaser. The product(s) will be returned to you in a prompt orderly fashion.