

# **GLOBAL WARRANTY POLICY FOR COMMERCIAL USERS**

OXE MARINE OUTBOARDS & ENGINE PARTS

POLICY NUMBER: OMWP 3001



Contents

- GLOBAL WARRANTY POLICY FOR COMMERCIAL USERS ..... 3
  - 1. INTRODUCTION ..... 3
  - 2. SCOPE OF THE WARRANTY ..... 3
  - 4. WARRANTY PERIOD ..... 4
  - 5. ACCESSORIES ..... 5
  - 6. SPARE PARTS ..... 6
  - 7. MAJOR COMPONENTS ..... 6
  - 8. MAINTENANCE SERVICE ..... 6
  - 9. WARRANTY LIMITATIONS..... 7
- THE WARRANTY DOES NOT APPLY IN THE FOLLOWING INSTANCES: ..... 7
  - 10. EXPENSES NOT COVERED BY THE WARRANTY POLICY ..... 8
  - 11. OXE MARINE RATING DEFINITIONS ..... 9
  - 12. CONTACT INFORMATION ..... 9
- ADDRESS..... 9
- EMAIL & TELEPHONE..... 10

# GLOBAL WARRANTY POLICY FOR COMMERCIAL USERS

## 1. INTRODUCTION

This factory warranty (“Warranty”) is given by OXE Marine AB (publ), Swedish reg. no 556889-7226 (“OXE”), for OXE Outboards produced from 2021 onwards (“OXE Outboards”) and sold to any of OXE’s Authorised Distributors or Dealers in the Territory (Defined below). The warranty provided herein is for the benefit of and valid towards the OXE’s Authorized Distributor/Dealer only.

The version of the warranty applicable to the OXE Outboard is the version valid at the date of the OXE Authorized Distributor’s or Dealer’s original sale of the relevant OXE Outboard. A full list and details of OXE Authorised Distributors and dealers can be found at [www.oxemarine.com](http://www.oxemarine.com).

This warranty is not affected by a change of ownership of the OXE Outboard, provided that the new owner has been registered as owner of the OXE Outboard within 90 days of the transfer of ownership.

This Warranty applies only to products used for Marine Commercial use (or non-recreational) on professional vessels, and/or to generate income, support business operations or owned and used by a corporate entity (such outboards being in “commercial use”. This includes for example marine passenger transport, cargo transportation, rental use including charter operations, operations with paid crew.

Any OXE outboard that exceeds 300 hours of operation per year (beginning from the date of its original commissioning and each subsequent 12-month period thereafter), is classified as a Commercial user regardless of if the engine is used for income generation or other commercial purposes.

Customers whose OXE Outboard is classified as Recreational or Governmental applications should refer to warranty policy OMWP 3002 – Recreational User or OMWP 3003 – Governmental.

## 2. SCOPE OF THE WARRANTY

The warranty provided herein is for the benefit of the OXE’s Authorized Distributor/Dealer only. The Warranty does not give rise to any legal obligations on behalf of OXE towards the end-users or towards any other customer of OXE’s Authorized Distributors/Dealers. The end-users and other customers must direct any inquiries or claims that they may have towards the relevant Distributor or Dealer with which they have entered into a contract of sale.

During the Warranty period as defined below, and subject to the terms, limitations, and exclusions of this Warranty, OXE Marine AB (publ) will bear the expense of, at its option, the repair, reinforcement, or replacement for any Defect of the OXE Outboard under normal and proper use and service.

This Warranty covers only Defects in parts, materials and/or workmanship which has been provided by OXE Marine. It does not cover defects or failures and/or repairs resulting from other causes, including but not limited to the installation, commissioning, disassembly, alteration, improper service/maintenance, abuse and/or misuse.

The labour for any such repairs, reinforcement or replacement shall be performed, at OXE Marine’s option, by the OXE Authorized Distributor/Dealer or a subcontractor of the OXE Authorized Distributor/Dealer.

If OXE elects to have OXE Authorized Distributor/Dealer furnish the labour, OXE Authorized Distributor/Dealer shall not engage a subcontractor to perform the work without first obtaining OXE's written consent, which consent may be granted or withheld in at OXE's sole discretion.

If OXE elects to have an OXE Authorized Distributor/Dealer furnish the labour, OXE's liability for the expense of labour shall be limited to the Distributor's/Dealer's direct labour rate per hour for a reasonable amount of labour hours performed based on an ordinary work schedule.

Distributor's/Dealer's direct labour rate per hour means only the amount of wages paid for each hour reflected on copies of timecards to be submitted to OXE as a part of the Warranty Claim Form (as defined herein) and does not include any amounts paid as fringe benefits or overhead. The OXE Authorized Distributor/Dealer shall bear the cost of any premium charges for overtime labour and any special charges for service calls assessed in connection with the labour furnished for such repairs, reinforcement, or replacement.

### 3. LIMITATIONS OF SCOPE OF WARRANTY

The Warranty only applies if:

- The OXE Outboard has been properly installed by an OXE's Authorized Distributor/Dealer within 2 years of its manufacturing date. The OXE Outboard has been registered within 2 years of the original date of purchase from OXE. The first year is an unrestricted right to register, the second year subject to evidence of stock maintenance and storage conditions have been met (please refer to your user manual pages 34-35).
- The OXE Outboard has been registered by an OXE Authorized Distributor/Dealer within 30 days of commissioning. Failure to register the commissioning of the OXE Outboard will void the Warranty cover.
- The OXE Outboard has been used and maintained in full accordance with the Owner's Manual and the Service Manual valid at the date of commissioning. OXE Marine will require presentation of full documentation substantiating compliance with the maintenance schedule. Note that any use or failure to maintain the OXE engine in strict adherence to the Owner's Manual and the Service Manual may cause the warranty to be void.
- OXE is duly notified of the Warranty claim within ten days of when the defect was first noticed or 15 days from the when the defect should reasonably should have been noticed.

### 4. WARRANTY PERIOD

The Warranty period is calculated from the first date of registration, as identified in the registration certificate issued by the OXE's Authorized Distributor/Dealer in connection with the commissioning of the OXE outboard and the warranty shall remain valid as further detailed below.

All OXE Outboards come with a warranty. For commercial users, the Standard Warranty period is 1 year (12 months) or a maximum of 1500 hours (whichever comes first). The number permitted operational hours is also dependent on the OXE Engine model, application type and Commercial Marine user rating (as defined on page 9). The type of application and requested rating should be specified upon registration of the engine(s) and is subject to approval by OXE Marine Naval architect or application specialist. The 1-year warranty period is a full warranty (with exception of defects caused by misuse, abuse, incorrect application, under or overpowering, normal wear and tear or service-related parts)

## SUMMARY OF WARRANTY PERIOD

<u>Warranty Policy</u>	<u>Total Period of Warranty</u>	
STANDARD ++	1 Year*	<ul style="list-style-type: none"> <li>• Full warranty</li> </ul>
EXTENDED	12 Months additional warranty**	<ul style="list-style-type: none"> <li>• Limited Mechanical Warranty***</li> </ul>

- \* Standard Warranty 1 or 1500 hours (whichever comes first).
- \*\* Extended Warranty - At additional costs, subject to agreement by OXE Marine. Must be requested at the time of commissioning. and agreed between OXE and the Distributor/Dealer in writing.
- \*\*\* Limited Mechanical warranty includes parts as defined on page 6.
- ++ Subject to application and Commercial User rating (see page 8).

If the OXE Outboard engine is removed from a vessel (for any reason) and reinstalled on another (for any reason), this does not qualify for a new period of warranty as described above. In such instances OXE Marine must be informed of repowering or reinstalling an active engine.

*For the purposes of this warranty: OXE Marine does not cover the use of any part or accessory that was not manufactured, sold, or tested by OXE Marine.*

The standard warranty period for spare parts & accessories is 12 months. Exclusions may apply as described below. Not valid for normal wear and tear, not valid for filters and lubricants. The original invoice may be required.

## 5. ACCESSORIES

Accessories are defined as items other than the engine, transmission, and engine assembled parts. Which include items such as: displays, control heads, key switches, coast keys (or related harnesses and components), external wire harnesses, external fuel pump, fuel filter, fuel hoses or related items, rigging related equipment.

The use of any accessory which has not been approved by OXE Marine before use will immediately void the warranty. OXE suggests to always use OXE Marine original or approved parts with the OXE Outboard. Only accessories supplied by OXE Marine can be claimed on this Warranty.

The Warranty does not apply to propellers or damages related to the incorrect use or choice of propellers.

## 6. SPARE PARTS

Spare Parts (Parts) are defined as those components used on the OXE Outboard engine and purchased via OXE Marine, its Dealer or Distributor network. The use of any part not approved by OXE Marine will immediately void the warranty. OXE suggests to always use OXE Marine original or approved parts with the OXE Outboard. Only parts supplied by OXE Marine can be claimed on this warranty. Parts purchased from unauthorized 3<sup>rd</sup> parties cannot be claimed under this warranty. OXE reserves the right to request proof of purchase.

Parts replaced because of warranty repairs do not extend the warranty of the OXE outboard beyond its original expiry date. Replaced parts will have the remaining original warranty period for the original OXE Marine outboard product to which the replaced warranty part has been fitted.

Original OXE Marine parts & accessories which are built to the highest standards and are designed for the OXE outboards particular specifications. The use of alternative parts or accessories may affect the OXE outboard's performance, cause damage to the OXE engine and/or shorten the lifetime expectancy of the OXE engine.

## 7. MAJOR COMPONENTS

This Warranty covers the following major components irrespective if the cover is in full warranty or limited mechanical warranty period:

- Cylinder block casting.
- Cylinder head casting.
- Crankshaft forging.
- Camshaft forging.
- Flywheel housing.
- Timing gear case.
- Timing gear and connecting rod forging.
- Primary Transmission Housing.
- Gearbox housing
- Lower unit housing.
- Bearing carrier casting.
- Drive shaft.

## 8. MAINTENANCE SERVICE

The Warranty only applies if the OXE Outboard has been used and maintained in strict accordance with the Owner's Manual. Records of all maintenance services performed, including engine oil and filter changes must be retained by the owner. All maintenance services shall be performed by an OXE Authorized Distributor/Dealer.

## 9. WARRANTY LIMITATIONS

For periods of the Warranty coverage that fall under the '*Limited Mechanical Warranty*', the following components are excluded.

- Accessories (as defined page 5).
- Wear parts.
- Rubber components (hoses, seals, O-rings for example).
- Electrical Components

The Warranty does not apply to damage that is likely to have been caused by transportation, improper storage, installation, or non-certified repairs. Records shall be kept for all maintenance services performed including engine oil and filter changes. The correct recording of maintenance is required for determining warranty coverage on repairs and it is the responsibility of the owner to provide these records if required and transfer them to any subsequent owners (if applicable). All Warranty services must have been performed by an OXE Authorized Distributor/Dealer.

### THE WARRANTY DOES NOT APPLY IN THE FOLLOWING INSTANCES:

- Use or operation of the product in a manner inconsistent with the recommended operational rating and duty cycle or otherwise not in accordance with the OXE Marine rating and duty cycle manual.
- Failure to adhere to specified maintenance and repair requirements specified in the Owner's Manual and/or unauthorised modifications.
- Accidental or abnormal operation, improper installation, or service or repair by unauthorised personnel.
- Participating in or preparing for racing or other competitive activities.
- Overloading or underloading.
- Damages caused by corrosion.
- Use of propellers not properly suited to the application/boat load.
- Replacements, adjustments, or normal maintenance due to normal wear and tear, including the replacement of parts listed as scheduled maintenance or as consumable parts in the Owner's Manual cannot be claimed as warranty.
- Failure to follow instructions in all applicable Manuals.
- Failure due to misdiagnosis and/or incorrect repair procedure.
- Improper storage conditions. No warranty will be provided if the OXE Marine outboard is not prepared in accordance with OXE Marine's instructions for storing. Required long-term and/or winter storage conditions is applicable (Please see User manual pages 34-35).
- Engines left outside and unused for extended periods without engine covers.
- The defect having become exacerbated due to failure by the operator to take immediate and appropriate action.
- For multiple engine vessels, the continued operation of the vessel with more than one engine out of use which the exception of emergency use (such as returning to port).
- Operating with fuels, oils, lubricants, or coolants/coolant additives that are not recommended for use by OXE Marine or operating with insufficient lubrication.
- Corrosion other than that related to manufacturing or assembly.
- Damaged from stray-current corrosion, electrolysis or galvanic corrosion caused using incorrect anodes and improper maintenance.
- Faded, damaged or partial removed paint, worn/faded/removed stickers on the outboard.
- Damage caused by foreign objects such as sand or debris.

- Damaged caused by submersion.
- Damaged resulting from running aground and/or mounting the OXE Engine too high on the transom unit and/or running the vessel with OXE engine trimmed too far out.
- Usage in violation of local or international law or for the unintended purposes.
- OXE Marine cannot be held responsible for consequential damage, including personal injury caused by the failure of the product.
- Natural phenomenon including but not limited to, lightning, thunder, flooding, and other events considered 'Force majeure' including war, uprisings, acts of terror, strikes, pandemics/widespread diseases.

#### 10. EXPENSES NOT COVERED BY THE WARRANTY POLICY

- Any costs or expenses relating to returning the OXE Outboard for Warranty repairs, including but not limited to motor or boat rental, inconvenience, haul out, slip fees, loan or insurance payments or loss of time.
- Any cost or expense relating to the removal of the OXE Outboard from a boat and transporting the OXE Outboard to or from an authorised distributor or dealer.
- Work requested other than that necessary to satisfy the relevant warranty obligations.

The warranties contained herein are exclusive and in lieu of all other warranties, whether express or implied including implied warranties of merchantability and fitness for a particular purpose.



## 11. OXE MARINE RATING DEFINITIONS

OXE Marine's full rating definitions are presented below. This policy is applicable to the "Medium Duty (2) to Special Light Duty (4)" ratings.

		OXE300	OXE225	OXE200	OXE175	OXE150
<b>RECREATIONAL</b>	Rating	5	5	5	5	5
	Max hours at full load	1 in 12h	1 in 12h	1 in 12h	1 in 12h	1 in 12h
	Remaining hrs of operation	11 hours at up to 90% of full load	11 hours at up to 90% of full load	11 hours at up to 90% of full load	11 hours at up to 90% of full load	11 hours at up to 90% of full load
	Warranty Period	1500	1500	1500	1500	1500

		OXE300	OXE225	OXE200	OXE175	OXE150
<b>COMMERCIAL</b>	Standard Rating*	4	3	4	4	3
	Max hours at full load	1 in 12h	2 in 12h	1 in 12h	1 in 12h	2 in 12h
	Remaining hrs of operation	11 hours at up to 90% of full load	10 hours at up to 90% of full load	11 hours at up to 90% of full load	11 hours at up to 90% of full load	10 hours at up to 90% of full load
	Warranty Period (Hrs)	1500	1500	1500	1500	1500

Ratings:	Name:	Description:	Max running Hours Per Year:	Max hours at full load:	Remaining hrs of operation:	Warranty Lifetime:	Warranty Period:	Applicable to which OXE models:
5	Recreational Use	Pleasure craft application	300	1 in 12h	11 hours at up to 90% of full load	1500	5 years (2 years full, 3 years limited mechanical)	All OXE Models
4	Special Light Duty Commercial	Light planing craft in commercial operation	800	1 in 12h	11 hours at up to 90% of full load	1500	1 year	All OXE Models
3	Light Duty Commercial	Commercial boats with high demand on speed & acceleration. Semi planin or planing hulls in cyclical operation	1500	2 in 12h	11 hours at up to 90% of full load	1500	1 year	OXE150 and OXE225 subject to approval by OXE application specialists.
2	Medium Duty	Semi planing or displacement hulls in commercial operation	1500	4 in 12h	11 hours at up to 90% of full load	1500	1 year	OXE150 and OXE225 subject to approval by OXE application specialists.
1	Heavy Duty Commercial	Heavy hulls Displacement hulls in heavy operation						None

## 12. CONTACT INFORMATION

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