

Twin Vee PowerCats Co. Commercial Limited Warranty Table of Contents

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2023 – 2024 TWIN VEE POWERCATS – COMMERCIAL LIMITED WARRANTY

Twin Vee PowerCats Co., warrants to the original commercial purchaser that the commercial hull manufactured by Twin Vee PowerCats Co.is, at the time of purchase, free from defects in workmanship and will remain free of such defects under normal use after delivery to the original commercial purchaser as provided here, within the limitations of this warranty. Your acceptance of delivery of the warranted Twin Vee boat constitutes your acceptance of the terms of th is limited warranty. This limited warranty gives you specific legal rights, and you may have other rights which may vary from state to state.

Non-Transferable Limited Five-Year Hull Warranty

Twin Vee PowerCats Co. warrants to the original commercial purchaser of its product that Twin Vee will repair or replace the fiberglass hull of its product if the hull is found to be structurally defective in materials or workmanship for up to five (5) years as long as the original commercial purchaser owns the product. For purposes of this limited warranty: (1) a structural defect is defined as a defect that causes the hull to be unsafe or unfit for use under normal operating conditions; (2) the fiberglass hull is defined as the single fiberglass molded shell and integral fiberglass structural components including stringers, transom and related structural components which are below the hull flange.

This warranty is further subject to the exclusions, limitations, conditions and provisions noted below.

You may have warranties for Engine Controls, Cables, Harnesses or Key Switches, and Engine Brand Gauges thru the engine manufacturer. Stereos, Electronics, Chart Plotters, Radar and other similar devices are warranted by their respective manufacturers and are explicitly excluded from any warranty by Twin Vee PowerCats Co.)

This warranty covers parts, and labor only needed for repair to correct defects in materials or workmanship of each new Twin Vee PowerCats Co. boat supplied by Twin Vee PowerCats Co. except for the exclusions or items listed under the caption "What is Not Covered" or as indicated below.

No part of this warranty covers or implies coverage for loss of use.

We warrant the boat hull and bottom construction, except as noted below, against "delamination" or separation CAUSED BY MANUFACTURER'S DEFECT (see definition of "delamination" for more specific information), providing that the integrity of the hull or floor has not been broken (such as with impact damage) or has been worn through.

Definition of Delamination

For the purposes of the definition of delamination as it relates to this limited warranty will be defined as follows: In the case of hull delamination between the deck and the outer hull, where the delamination is due to a manufacturer's defect in the lamination of the internal stringer system, the outer and inner hull will remain intact while the hull (deck of the boat) becomes soft. At this stage, before any actual destruction of the outer hull laminate, considerable movement of the deck is observed while underway and/or by walking on the delaminated area. This is a warrantable manufacturer's defect.

If the outer hull is damaged or broken in any way first, by impact damage (caused by striking objects in the water, running the boat aground, improper trailering, etc.) and the outer hull is not properly repaired, continued use of

the boat will result in water being forced into the break and the hull will fail or delaminate. This is not a warrantable hull failure, as the problem was caused by operator negligence when the operator damaged the hull and failed to repair the damage and continued to operate the boat. It is the responsibility of the owner/operator to inspect his boat hull for damaged or impacted areas. Continued use of a boat with un-repaired hull damage will result in delamination and separation of the outer hull due to hydrostatic pressure. This form of delamination is not the result of a manufacturer's defect; therefore, this damage is not covered by the limited warranty.

Note: Any damage to Exterior or Interior Gel coat **including un-sealed small part attachment screws** will allow water to permeate the underlying laminate. Subsequent use of the Boat with damaged, cracked or missing Gel coat could cause the underlying laminate to fail due to hydrostatic action and/or pressure. Damage caused by failure to repair and maintain the Gel coat surfaces of the boat could cause further damage to the Boat including delamination of the Hull. Continued operation of the Boat with damage to the Gel coat will void this warranty.

What is **Not** Covered - This Warranty **Does Not** Apply to:

- (1) Fiberglass and small fiberglass parts and components such as consoles.
- Plastic lids, electrical panels, bilge pumps, aerator pumps or other electrical devices, steering systems, electrical panels, and other pumps that service the commercial boat.
- (3) Gel coat imperfections, stress cracks or spider webs, gel coat caulking or fading or yellowing, or gel coat blisters.
- (4) Stereos, Electronics, Chart Plotters, Radar and other similar devices.
- (5) Optional Accessories or their removal or installation including but not limited to, Bimini Tops, Swim Platforms, or other items not installed by Twin Vee or components installed by Marine Dealers or Customers.
- (6) Engines or Engine installation or removal.
- (7) Outdrives, Jet drives and Propellers
- (8) Tearing or fading in soft goods (upholstery, carpet, Decals, canvas or monograms).
- (9) Mold (Pink Mold, Yellow Mold, etc.) on upholstery or cushions. (Mold damage covered nine months from Day of Delivery to Dealer)
- (10) Wind Shields (Glass or Lexan)
- (11) Engine and accessory removal and de-rigging or re-rigging.
- (12) Damage to the boat caused by accident, misuse, abuse, neglect, negligence, vandalism, fire, riot, war or Acts of God. A boat powered or loaded in excess of the maximum limits as stated on the U.S. Coast Guard capacity plate attached to each boat is considered misuse.
- (13) Use of the boat for racing or engaging in a contest of speed or endurance of any type or modification of the boat in any way.
- (14) Repair or attempted repair by unauthorized persons or any boat which shall have been repaired or altered in any way so has to affect its use or operation.
- (15) Damage caused by the improper fitting of a boat to a trailer, by use of a roller type trailer, or by not following the Twin Vee PowerCats Co. Trailer Guidelines (a copy is obtainable from your independent Twin Vee Dealer or from Twin Vee PowerCats Co.), or caused by failure to use proper boat

tie downs.

(16) The expense of returning a boat to the Twin Vee PowerCats Co. factory for warranty service and the expense of returning same to the owner or the expense of hauling out a boat.

Note: It is the owner's responsibility to provide transportation of the boat both to the service location and its return after repairs are completed. The service location will be determined by Twin Vee PowerCats Co.

- (17) The cost of de-rigging and re-rigging any parts or accessories, hardware, engines, fiberglass component parts whether original equipment or installed originally by the Dealer or the Owner. The Owner will be responsible for the cost of de-rigging and re-rigging.
- Damage or stress cracks caused by the storage, suspension, hoisting, or lifting in any way shape or form by straps or beams in a perpendicular or cross horizontal fashion. The weight of the boat cannot be supported by cross lifting and will cause severe damage to the hull, structure, fiberglass, interior and exterior of each hull or sponson.

The following items are warranted by their respective manufacturers and are not warranted by Twin Vee PowerCats Co.:

- (1) Engine, Engine controls, Key Switches and Engine wiring harness.
- (2) Batteries or Chargers, Depth Finders, Radios, GPS Systems, Stereos or other electrical systems.
- (3) Trolling motors, Trolling Motor Controls or Electrical Connections, damaged caused by Trolling Motor Mounting to deck or subsequent damage caused by Trolling Motor impact when in use

Limitations and Exclusions:

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this express written limited warranty and excluded thereafter. Some states do not allow the exclusion or limitation of implied warranties, so the foregoing may not apply to you.

Twin Vee PowerCats Co. shall not be responsible for any incidental or consequential damages of any sort or nature including but not limited to personal injury, property damage, loss of use, time, or income. Some states do not allow the exclusions of damages, so the foregoing may not apply to you.

The remedy available under this Limited Warranty is non-cumulative in nature and is limited to repair, or replacement, Twin Vee PowerCats Co.'s sole option, of the boat hull which is returned to a location approved by Twin Vee PowerCats Co., and which it's examination discloses to its satisfaction to be defective. This warranty gives you specific legal rights. You may have other rights that vary from state-to-state.

Twin Vee PowerCats Co. reserves the right to change the design of any boat without obligation to modify any boat previously manufactured. This warranty constitutes the entire agreement between Twin Vee PowerCats Co. and the owner. Twin Vee PowerCats Co. does not assure nor authorize any person other than its corporate officers to assure any obligation on its behalf.

If any provision of this Limited Warranty is declared invalid by any tribunal exercising competent jurisdiction, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this Limited Warranty as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Limited Warranty as though the provision had never been entered into. In either case, the remaining provisions of this Limited Warranty shall remain in full force

and effect.

Procedures for Warranty Repair

- (1) To validate your Twin Vee's warranty, the Warranty Registration Form must be returned to Twin Vee PowerCats Co. within (30) thirty days after the original purchase date of the hull. The return of the Warranty Registration Form is a condition precedent to this warranty.
- (2) The boat must be returned to the selling independent Twin Vee Dealer, for an initial inspection. In the event the selling independent Twin Vee Dealer has ceased to do business, or you are traveling, or you have moved to a different locale, warranty inspection may be performed by any authorized, independent Twin Vee. Dealer. The address concerning warranty matters is Twin Vee PowerCats Co. 3101 South US Highway 1, Fort Pierce, Florida 34982.
- You must present your registration form or original sales receipt to the independent Twin Vee Dealer to verify the boat is still under warranty.
- (4) The independent Twin Vee Dealer will examine the boat to determine if, in its opinion, a warrantable defect exists. If a warrantable defect appears to exist, Twin Vee PowerCats Co. will require the boat hull to be returned to the factory, or at its sole option, an Independent Twin Vee Dealer, for repair or authorize repair of a boat hull that is found to be defective.
 - For repairs performed other than at the Twin Vee PowerCats Co. factory, a written authorization form must be received and approved by Twin Vee PowerCats Co. prior to any work being performed.
- (5) All transportation, haul out, shipping and/or delivery charges are to be paid by the boat owner.
- (6) All removable items, including but not limited to electronics, radios, gear and tackle, batteries, personal items, etc. must be removed by the owner prior to shipment to the Twin Vee PowerCats Co. factory or authorized Dealer. Neither Twin Vee PowerCats Co. or its authorized Dealer will be responsible for any loss of items not removed from the boat hull prior shipment to the factory.
- (7) If boat hulls are repaired or replaced under the terms herein, the terms of this limited warranty shall cover such boat hull for a period of ninety (90) days from the date of repair or replacement or until the end of the original Limited Warranty period, whichever is later.

INFORMATION REGARDING YOUR TWIN VEE

Powered catamaran-type hulls (powercats) have some operational differences from mono-hulls that should be noted by all operators, especially experienced powerboaters. Take the following information and points into consideration when operating your Twin Vee.

DIFFERENCES BETWEEN POWERCATS AND MONO-HULL BOATS

Powercats have a number of design advantages over mono-hulls. First, a powercat's ride softer because they don't have a large, round bottom that slams against the waves. Second, a powercat's twin hulls focus the buoyancy around the outside of the boat, rather than in the middle, creating much greater stability. Powercats also have the following advantages:

- The weight of the boat is distributed to two hulls for a shallower draft. The shallow draft of the Twin Vee design provides access to areas that are too shallow for conventional monohulls.
- The relatively rectangular design of the powercat expanded deck area allows for more usable deck space than monohulls. Powercats are wider in the bows providing more open area in open models and bigger berths in cabins than monohulls.
- Powercats do not need planing speed power to travel rapidly. This allows for minimum bow rise for greater visibility. A powercat deck is parallel to the water at all speeds allowing the captain to maintain line of sight and to enjoy greater fuel efficiency.
- Powercat hull shapes, especially those with narrow beams, realize hull speeds much higher than the theoretical hull speeds of conventional displacement monohull craft. This fact, combined with a powercat's soft ride, results in our boats having efficiency and stability. At speed, a powercat displacement hull slices through the water, traveling with the shape of the seas rather than flying over them resulting in a stable, smooth ride.
- The powercats were tested for roll angle from a wake generated by a 40-foot motor yacht. On a monohull, the waves create a back-and-forth pendulum motion that continues and intensifies with each wave. In contrast, the powercat hulls follow the contour of the wave without intensifying.
- Even if powercats are loaded with extra weight, the self-bailing system on a Twin Vee still functions as designed and removes water from the boat deck through the transom, or the "back wall," of the boat.

THE SCIENCE OF OUR TWIN HULL DESIGNS

As mentioned above, twin-hull arrangements are often implemented to improve boat stability and to increase deck space. In such catamaran configurations, hulls can be made either symmetrical or asymmetrical. In the symmetrical option, the individual drag of each hull is generally lower and can carry more weight. Asymmetrical setups are often used for high-speed boat designs, but does not perform as well as its symmetrical counterpart.

Twin Vee's unique symmetrical twin hull design gathers both air and water at the scoop-shaped bow and channels the mixture into the tunnel between the twin hulls. As the aerated mixture passes through the narrowing tunnel channel, it increases velocity, decreasing forward pressure and drawing the aerated water and spray aft and through the tunnel. The rapidly moving aerated mixture between the tunnels forms a water-cushioned suspension system between the hulls and beneath the boat, softening the ride, improving stability and increasing fuel efficiency. Because of the increased aeration of rough seas, this cushion effect becomes even more evident as sea conditions worsen. As a result, our boats provide a soft, fast and dry ride in even the roughest conditions.

NO HOISTING OR LIFTING YOUR TWIN VEE DUE TO STRUCTURAL DIFFERENCES

A powercat is engineered much differently than a monohull boat. With a single hull structure, a monohull can spread and distribute the load when the boat is lifted. A Powercat does not offer the same engineered structural strength when lifting the boat. A Powercat must be lifted the same way each time: the two bunks of a trailer or a double bunk lift where the bunks are run directly under the keel of "each" hull or sponson of the Powercat.

Twin Vee Powercat hulls <u>cannot</u> be stored, suspended, slung, hoisted, or lifted in any way shape or form by straps or beams in a perpendicular or cross horizontal fashion. <u>The weight of the boat cannot be supported by cross lifting and will cause severe damage to the hull, structure, fiberglass, interior and <u>exterior of each hull or sponson</u>. Twin Vee does not warranty any damage, stress cracks, caused by a Powercat being lifted, hoisted, raised in the aforementioned methods.</u>

Please contact your Twin Vee Dealer for more information about this should you have any questions.

PRE-SET TILT LOCKS PROTECT THE ENGINE COWLINGS

The Twin Vee factory has pre-set your engine tilt locks in order to protect your engine cowlings. **Do not change the pre-set factory tilt lock on your engines**. If the tilt look is changed or adjusted, your engine cowlings will get damaged.

When tilting your engines to clear the water line, be careful of the engine cowling hitting the transom deck. Additionally, depending on the weight and load of your boat (weight, fuel, gear, and persons), the bottom of your engines may not clear the water line.

CONCLUSION

The boat building process is an imperfect process and subject to many uncontrollable variables, such as weather, humidity, raw materials and supplies, and transportation difficulties. We strive to build the highest quality boats. Our oversight and Quality Control will not catch every single imperfection when it comes to the exterior or interior gel coat, fiberglass, air-voids, thin gel, or hairline fractures in the gel coat or fiberglass. Building a boat requires many materials that include resin, gel coat, MEK hardener, core material, and various woven fiberglass. All these products are installed by our trained men and woman who, at times, work in 100°F environments due to the Florida heat and humidity. These employees also wear masks, goggles, Tyvek suits,

and respirators.

As you can imagine, this work environment requires a specially dedicated workforce that loves their trade. Our manufacturing facility is no different than 95% of the other boatbuilders across the country in that is not air-conditioned or climate-controlled. This leads to imperfect gel coating and fiberglass work. We work hard and strive to finish all Twin Vee boats with the Best Possible Quality Control, but imperfections due to these variable conditions happen. As a small company, we must manage our costs and expenses so we can keep the purchase price for our customers as low as possible.

Therefore, we respectfully request that our independent Twin Vee Dealers and customers be our extra set of eyes in regards to our finished products. Please be sure to inspect the entirety of the boat at the time of delivery. The selling independent Twin Vee Dealer can then notify Twin Vee PowerCats Co. should any imperfections be found. By purchasing and accepting delivery of any boat from an independent Twin Vee PowerCats Dealer, the original commercial purchaser accepts the quality and finish of the "Gel Coat" and "Fiberglass" cosmetic work and is therefore subject to terms of this warranty.