

# **OXE MARINE OUTBOARDS & ENGINE PARTS**

# GLOBAL WARRANTY POLICY (excluding USA, Canada, Caribbean)

POLICY NUMBER: OMWP 3001

(Valid from 15th Nov 2024).

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# 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 <a href="https://www.oxemarine.com">www.oxemarine.com</a>.

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.

OXE Outboards are a commercial product and OXE Marine does not offer a separate Recreational User warranty policy or terms & conditions. Recreational users are welcome to purchase and install an OXE product, but we do not offer separate warranty terms.

Users based in the United States of America, Canada and Caribbean (as defined) should refer to the warranty policy specific for that region (Document Americas Warranty Policy for Commercial Users - OMWP 3004).

## **REGIONS EXCLUDED FOR THIS POLICY**

This warranty policy is valid only for OXE Outboards sold and installed by the authorized distributor or dealer and used by the customer in the territories ("territory") not listed below.

North America - United States of America (including Alaska and Hawaii), Canada

<u>Caribbean:</u> Anguilla, Antigua, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Dominican Republic Grand Cayman Island, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Puerto Rico, Saint Kitts & Nevis, Saint Lucia, Saint Martin, Saint (Sint) Maarten, Saint Vincent, Trinidad, Turks & Caicos Islands, US Virgin Islands.

#### **DOCUMENTATION**

Please ensure you have received all relevant OXE issued manuals with your OXE engine:

- Service manual.
- User's manual.
- Installation manual.
- Rest of the World Terms & Conditions.
- Warranty Policy.

All these documents and much more information can be found on <a href="www.oxemarine.com">www.oxemarine.com</a> and our customer portal. For access to the customer portal please email <a href="technicalsupport@oxemarine.com">technicalsupport@oxemarine.com</a> It is the responsibility of the user to read and understand the OXE documentation provided. This document supersedes any previous OXE warranty policy documents.

# 2. REGISTERING YOUR OXE ENGINE(S)

The owner of the OXE Outboard is ultimately responsible for ensuring that the engine is registered as operational to enact the warranty cover. Please contact your local OXE dealer or distributor who has installed your OXE outboard to ensure they have registered your products with OXE. Failure to do so may result in subsequent warranty claims being rejected.

Warranty registrations should be made via the customer portal and completed with all specified mandatory information on the installation. OXE will not accept 3<sup>rd</sup> party documents or handwritten documents. Any additional information that is requested by OXE (such engine log file) from the sea trials and commissioning following installation should be provided promptly.

Please ensure the installation meets all required specifications as per the official OXE issued installation manual.

If the installation meets OXE requirements a warranty certificate will be issued confirming the warranty period.

#### HOW TO REGISTER YOUR WARRANTY

To ensure that your new outboard engine performs to your expectations, the first step is to ensure that all factory & service bulletins that are applicable are completed on your engine.

You do this by scanning the QR code. This will take you to the OXE Customer Portal where you will find all the details.

Please note that for your Warranty to be valid bulletin and software updates needs to be completed!

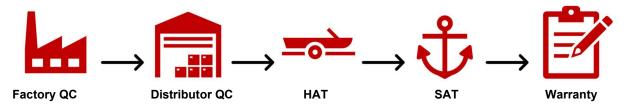
For any service or technical questions please contact us at:

Metallgatan 6 262 72 Ängelholm, Sweden Phone: +46 431-37 11 30
Email: <a href="mailto:technicalsupport@oxemarine.com">technicalsupport@oxemarine.com</a>



# Warranty information

To have a valid warranty it's crucial that you follow the steps that are required on the OXE Portal linked above.



**Factory QC** – Completed in–house by OXE Marine, this is to ensure that engines that are yet to be shipped have received necessary updates, EOL testing, and Quality checkpoints are completed.

**Distributor QC** – Completed by OXE distributor or dealer. Depending on how long the engine has been in stock, it is possible bulletin updates might have been issued to the engine since. It is the responsibility of the OXE dealer or distributor to ensure engines are up to date as per factory specifications before delivery to the customer. Also, before delivery to the end-user to check software of engine, displays and related rigging components that the latest version is installed.

**HAT** – <u>Harbor Acceptance Test - Installation Checklist</u>: Must be completed during installation of the engine, full checklist can be found in the OXE portal linked in the QR code above.

SAT – <u>Sea Trial Acceptance Test – Sea Trial Checklist</u>: Must be completed before delivering the motor to the end user. This is together with informing them on warranty information and how to safely operate their engine. OXE has compiled a dossier of documents to be handed over to the end user for every engine and installation completed.

**Warranty** – After the previous step has been completed, send in the documentation so the warranty for the engine is registered. End-user approval and a training checklist is also filled in at this step. To ensure our users are trained to the best of their ability in how to operate and maintain an OXE Marine product. In addition, confirmation that the end-user has received all user manuals and the current warranty policy.

For Warranty to be valid the following steps <u>must</u> be completed. All documentation must state the date that HAT, SAT were completed.

Detailed information and the required documentation can be found in the OXE portal. You can also contact Warranty@oxemarine.com with your enquiries.

## 3. 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 a contract of sale. If OXE provides assistance directly towards any end-users or towards any other customer of OXE's Authorized Distributors/Dealers, such assistance is provided by OXE on behalf of the relevant Distributor/Dealer and will not give rise to a contractual relationship between OXE and the end-user/customer, except if a written service contract has been entered into between OXE and the relevant end-user/customer.

Notwithstanding the above, if OXE enters a sales contract regarding OXE Outboards directly with a customer, i.e. if the sales contract is not entered into between a Distributor/Dealer and the customer in question, then the warranty provided herein shall be applicable directly between OXE and the customer in question. However, OXE reserves the right to use an OXE Authorized Distributor/Dealer to address any inquiries or claims based on the warranty.

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 the OXE engine is not inspected or repaired in this way, then OXE may decline the transfer of this warranty, and the purchaser must bear the cost of the inspection.

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.

All labour that is claimed must be shown to have been necessary to perform the repair or replacement as part of warranty service.

The user is aware that OXE Outboard engines are highly technical machines which can be impacted by many different variables. As such you acknowledge that a repair may require multiple actions to repair.

#### 4. 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 date of manufacture can be found on the engine label along with serial number.
- Engines installed by unauthorized 3<sup>rd</sup> parties will not be accepted.
- 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 may 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 voided.
- 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.
- Failure to provide upon request an engine log file (that covers the date of the reported incident being claim under warranty) will result in the claim being rejected

#### 5. 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. The Standard Americas 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 12). 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 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).

# 6. SUMMARY OF WARRANTY PERIOD

Warranty Policy	Total Period of Warranty		
Global Warranty Policy	Year 1 *	•	Full warranty ++

- \* Standard Warranty 1 Years or 1500 hours (whichever comes first).
- ++ Subject to application and Commercial User rating (see page 13).
- 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. Extended warranty coverage does not extend the operational hours permitted (max
  1500 hours) but extends the total time of the warranty period from 24 months.

If the OXE Outboard engine is removed from one 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 about repowering or reinstalling an active engine. If proof of the full-service history cannot be provided then OXE will refuse the transfer of the warranty period.

The standard warranty period for new 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 will be required.

#### 7. 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. You must 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.

#### 8. 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 <u>any</u> part not approved by OXE Marine will immediately void the warranty. 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 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.

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

Parts orders should be placed via <u>order@oxemarine.com</u> or please contact your local OXE dealer or distributor.

#### 9. MAJOR COMPONENTS

This Warranty covers the following major components irrespective if the cover is in full warranty or any agreed 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.

#### 10. 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.

#### 11. WARRANTY LIMITATIONS

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

- Accessories (as defined page 8).
- Wear parts.
- Rubber components (hoses, seals, O-rings for example).
- Electrical Components

The Warranty does not apply to damage that has been caused by transportation, improper storage (including winterization), 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.

# 12. 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.
- Use of propellers not properly suited to the application/boat load.
- Damage direct or indirect, or interference caused by supplementary equipment/appliances mounted or installed on the vessel not sold or installed OXE Marine. For example: Solar panels, heating systems, cooling systems, navigation equipment, bow thruster, generators.

- 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 refer to your OXE User manual).
- 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 and/or operating with insufficient lubrication. Please refer to your User Manual for recommended fuel, fluids and grease.
- Corrosion other than that related to manufacturing or assembly.
- Damaged direct or indirect from stray-current corrosion, electrolysis or galvanic corrosion caused using incorrect anodes and improper maintenance. Please ensure that if your OXE engines are mounted on a metal hull or carbon fibre hull that they are correctly installed and isolated.
- 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.
- Damage resulting from mounting the OXE Engine to 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 lighting, thunder, flooding, and other events considered 'Force majeure' including war, uprisings, acts of terror, strikes, pandemics/widespread diseases.

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

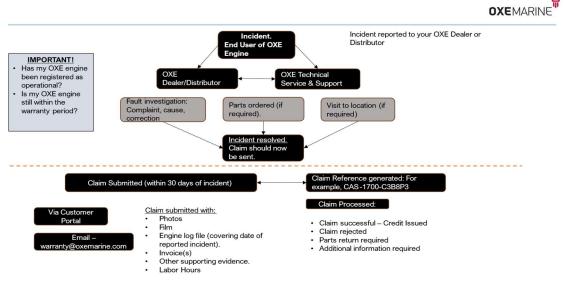
- Any costs or expenses relating to the removal of or return of the OXE Outboard for Warranty repairs, including but not limited to motor or boat rental, inconvenience, haul out, slip fees, loan or insurance payments or loss of time, storage, telephone costs, fuel use, loss of earnings, legal fees.
- This also includes (but is not limited to) road and bridge tolls, ferry crossings and any other modes of transport required to reach the location of your vessel and OXE engines.
- Travel time to and from the engine location and associated costs (such fuel) is not included. <u>You</u> are responsible for transporting the OXE engine to and from the OXE dealer or distributor or covering their expenses to visit the location of your vessel and OXE engines.
- Additional expenses resulting from remote and inaccessible locations that may also result in longer service response times and delivery times for parts. Service response times can be extended depending on the location of the OXE outboard.
- 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.

#### 14. WHEN TO FILE A WARRANTY CLAIM

In accordance with the OXE Marine warranty procedure, warranty claims should be filed following the completion of the fault investigation, and necessary repairs required to fix the fault.

Claims should be filed within 30 days of the repair via the OXE customer portal. Claims should be submitted with supporting documentation (as detailed below). Failure to provide supporting documentation may result in the claim being rejected. Claims should include the date of the incident and date of the claim.



Please contactwarranty@oxemarine.com & technicalsupport@oxemarine.com

#### **RETURN OF DEFECTIVE PARTS:**

OXE may require defective parts or products to be returned to our premises for further analysis of the reported fault. Unless confirmed in writing by OXE, the purchaser shall be responsible for and pay for the transportation of defective products to the premises of OXE or OXE's appointed service provider and OXE shall be responsible for and pay for the transportation of replacement products to the premises of the purchaser. If the purchaser has given OXE notice of a defect and if it is subsequently discovered that there is no defect for which OXE is liable, the purchaser shall compensate OXE for any reasonable costs incurred as a result thereof. If OXE agrees in writing to reimburse transportation costs, then OXE will only pay costs for normal freight, i.e. not express freight.

# 15. 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.

	Standard Rating	Max hours at full load	Remaining hours of operation	Warranty Period (Hours)
OXE300	4	1 in 12h	11 hours at up to 90% of full load	1500
OXE250	3	2 in 12h	12 hours at up to 90% of full load	1500
OXE225	3	2 in 12h	12 hours at up to 90% of full load	1500
OXE200	4	1 in 12h	11 hours at up to 90% of full load	1500
OXE175	4	1 in 12h	11 hours at up to 90% of full load	1500
OXE150	3	2 in 12h	10 hours at up to 90% of full load	1500

Rating	Name	Description	Max running	Max hours at	Remaining hours at full load	Warranty Lifetime (Hours)	Warranty Period	Applicable OXE Models
4	Special Light Duty Commercial	Light planing craft in commercial operation	800	1 in 12 Hours	11 Hours at up to 90% of full load	800	1 Year	All OXE Models
3	Light Duty Commercial	Commercial boats with high demand on speed & acceleration. Semi planning or planing hulls in cylical operation	1500	2 in 12 Hours	10 Hours at up to 90% of full load	1500	1 Year	OXE150, OXE225, OXE250 subject to approval by OXE application specialist
2	I Medium Duty	Semi planing or displacement hulls in commercial operation	1500	4 in 12 Hours	8 Hours at up to 90% of full load	1500	1 Year	OXE150, OXE225, OXE250 subject to approval by OXE application specialist
1	I Heavy Duty Commercial	Heavy huls, displacement hulls in heavy operation	х	х	х	х	х	<u>None</u>

# 16. CONTACT INFORMATION

# **United States of America.**

OXE MARINE INC & OXE MARINE MANUFACTURING INC 1404 Industry Avenue Albany, GA 31707 USA.

Phone: 1-888-OXE-6016

# Sweden.

OXE MARINE AB Metallgatan 6 262 72 Ängelholm Sweden

Phone: +46 431 37 11 30

## **OXE Email Contacts:**

Warranty Claims & Enquiries – <u>warranty@oxemarine.com</u>

Technical Support Requests – <a href="mailto:technicalsupport@oxemarine.com">technicalsupport@oxemarine.com</a>

Spare Parts Orders & Enquiries – order@oxemarine.com (US, Canada, Caribbean)

Spare Parts Orders & Enquiries – <a href="mailto:spareparts@oxemarine.com">spareparts@oxemarine.com</a> (Rest of the world)

General Enquiries – <u>info@oxemarine.com</u>

Sales Enquiries – <a href="mailto:sales@oxemarine.com">sales@oxemarine.com</a>