

LIMITED WARRANTY

ARCO ZEUS™ HIGH ENERGY ALTERNATOR REGULATOR

1. **LIMITED WARRANTY.** Acro Marine, Inc. (“ARCO”) expressly warrants to the original end-use purchaser (“you,” “your,” or “Purchaser”) that, for a period of two (2) years from the date of initial sale of the Product to Purchaser, the ARCO ZEUS High Energy Alternator Regulator (the "Product") will be reasonably free of defects in materials and workmanship under normal use and service for which it was intended, but only if the Product has been properly installed, operated, and maintained (a) in accordance with the Product’s specifications and instructions provided by ARCO, and (b) within the safe and proper operating parameters of any and all complementary, ancillary, and peripheral products and devices such as batteries, alternators, and engines (the “Limited Warranty”).

Copies of ARCO’s specifications and instructions for the Product, including but not limited to the “ARCO ZEUS Alternator Regulator Installation Guide,” are available on ARCO’s website at <https://arcomarine.com/>. You may also obtain these materials by contacting ARCO using the contact information provided below or available on ARCO’s website. You should also consult and consider the safe operating limits of any applicable complementary, ancillary, and peripheral products and devices and apply the correct settings in the Product’s mobile application. You must implement best practices for electrical installations in accordance with applicable industry standards and regulations pertaining to wire, fuse, and switch sizing. Failure to comply with any of the above specifications, instructions, requirements, limits, practices, standards, or regulations shall void the Limited Warranty and may result in damage to the Product, persons, or property not covered by this Limited Warranty.

This Limited Warranty does not cover defects caused by: (a) non-compliance with ARCO’s specifications or instructions; (b) improper storage, installation, handling, maintenance, operation, use, and/or fabrication of the Product; (c) damage not resulting from manufacturing defects that occur while the Product is in Purchaser’s possession; (d) unreasonable or unintended use of the Product; (e) a Product installed with known or visible manufacturing defects at the time of installation; (f) minor conditions such as scratches, etc.; or (g) Purchaser’s dissatisfaction with the appearance of the Product.

2. **EXCLUSIVE REMEDY.** As Purchaser’s exclusive remedy under this Limited Warranty, ARCO will, at its option, repair or replace the Product without charge if the Product fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. Replacement during this two (2) year warranty shall not include any costs associated with removal, repair or replacement of fixtures, hardware, or other goods damaged by the Products failure to work as warranted herein. During the entire two (2) year warranty, ARCO's obligation as to replacement shall further be limited to replacement with the styles, models, products, and colors of the Product that are available at the time of the replacement and shall be limited to the replacement of only the specific Product that fails due to a manufacturing defect. Any repaired or replaced product shall also remain subject to the original two (2) year

warranty from the date of the original purchase, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period. To obtain coverage under this Limited Warranty, you must provide ARCO with written proof of your original purchase. For service under this Limited Warranty, you must notify ARCO in writing, providing your name and address, the product involved, the nature of the defect, the date of purchase, and a detailed description of your use of the Product.

3. **DISCLAIMER OF WARRANTIES.** THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE BY ARCO IN CONNECTION WITH THE PRODUCT. ARCO CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCT SOLD BY ARCO IS SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY ARCO IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, ARCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ARCO'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF A NON-COMFORMING PRODUCT. PURCHASER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
4. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ARCO BE LIABLE TO PURCHASER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE, OR LOSS OF USE OF THE PRODUCT, OR FOR ANY LIABILITY OF PURCHASER TO ANY THIRD PARTY WITH RESPECT THERETO.
5. **CONTACT INFORMATION.** Any and all questions or inquiries concerning this Limited Warranty should be directed to:

ARCO Marine, Inc.
3921 W. Navy Boulevard
Pensacola, Florida 32507
Attention: Customer Support
(800) 722-2720
<https://arcomarine.com/pages/contact>