

WARRANTY

Air-Dock Boatlifts

Inflatable Boatlift Limited Warranty

A. Warranty Terms

- 1.) Air-Dock Boatlifts (hereinafter referred to as "Air-Dock") warrants the fabric used in the construction of its inflatable boatlift air chambers (hereinafter referred to as "Air Chamber" or "Air Chambers") to be free from defects in materials and workmanship for a period of five (5) years from the date of original purchase.
- 2.) Air-Dock warrants all air-retaining seams in its Air Chambers against separation and subsequent air loss for a period of five (5) years from the date of original purchase.
- 3.) Air-Dock warrants all other seams and connections in its Air Chambers for a period of five (5) years from the date of original purchase.
- 4.) Air-Dock warrants all other equipment installed to complete original construction of each Air Chamber to be free from defects in material and workmanship for a period of five (5) years.
- 5.) If an Air Chamber is found to be defective and un-repairable, this Warranty prorates the Air Chamber cost over a five (5) year period. After the first year of ownership, commencing on the date of original purchase, for the next four years, an Air Chamber found to be defective will be repaired, or Air-Dock may elect to replace the Air Chamber at a prorated cost (at Air-Dock's sole discretion and option) equal to the following of the then existing manufacturers suggested retail price for that model:
85% discount in year 2
80% discount in year 3
75% discount in year 4
70% discount in year 5
- 6.) Air-Dock warrants the Control Boxes including air valves, hoses, and electrical components including the blower to be free from defects in material and workmanship under normal usage for a period of three (3) years from the date of original purchase.
- 7.) The Air-Dock Warranty applies only to the dealer or original purchaser and is non-transferable from one consumer to another; however, Air-Dock will honor the remainder of any Warranty period available to purchaser of a demonstration model Air-dock Boatlift purchased from an authorized Air-Dock dealer.

B. Exclusions, Limitations and Conditions

- 1.) This Warranty shall not apply to Boatlifts which have been damaged by accidents, negligence, misuse, abuse, improper operation, maintenance, or storage, theft, fire, or operation of the Air Chamber in an improper inflation condition, alteration or tampering. This Warranty also shall not apply to damages caused by puncture, tearing, ripping, abrasion, and/or fading due to environmental conditions. This Warranty shall not cover the normal cost of cleaning and maintenance.
- 2.) This Warranty shall not apply to normal servicing and maintenance procedures nor shall it apply to the labor charges for the removal and reinstallation of non-factory parts or accessories which might be required in order to perform Warranty repairs. This Warranty shall apply to parts and components originally manufactured by Air-Dock or originally installed by Air-Dock.

C. Warranty Repair Procedure

- 1.) If a defect arises during the Warranty period, you must ship the defective part and proof of purchase (bill of sale and/or Warranty card) to Air-Dock Boatlifts at; 3777 Lapeer Road 3C Port Huron, MI 48060 for inspection within thirty (30) days of occurrence of defect. It is the responsibility of the customer to return the part prepaid to the factory for product evaluation.

D. Other Important Information

- 1.) THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDED BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTIES PROVIDED HEREIN. AIR-DOCK'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO REPAIR IN ACCORDANCE WITH WARRANTY. AIR-DOCK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR ANTICIPATED OR LOST PROFITS WHATSOEVER. SOME STATES DO

NOT ALLOW (a) LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR (b) THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

2.) Air-Dock reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in its units already completed or in the possession of dealers or consumers. The entire obligation of Air-Dock regarding the sale of its products is stated within this written Warranty, except as otherwise provided by law.

3.) Air-Dock does not authorize its dealers or any other person to assume for it any liability in connection with the sale of its products.

This Warranty is effective to all Boatlifts sold at customer level from March 1, 1998 and supersedes all previous warranties.