

CubicDocks Drive-On BOATLIFTS Limited Warranties

GENERAL:

The expandable modular Drive-on Boatlift systems supplied under this warranty are manufactured from high quality materials and **are warranted to the original purchaser** against defects in materials and workmanship occurring as a result of the manufacturing process during the stated time period, under normal use and service in calm water conditions, subject to the terms and conditions contained in this limited warranty.

DURATION: Modular Drive-on Boatlift floatation components, hardware and accessories are warranted against defects in material and manufacturing workmanship as follows:

Floatation Units – Boatlift plastic floatation units are warranted for a period of **eight (8) years** from the date of purchase.

Other – All other Boatlift components, to include but not limited to: Hardware (metal & plastic), connectors, anchoring components and accessories are warranted against defects in material and manufacturing workmanship for a period of **one (1) year** from the date of purchase.

Warranty periods begin on the date of purchase from an authorized reseller. Repaired and replacement products are warranted only for the balance of the original limited warranty period. These limited warranties extend only to the original Buyer of products from an authorized reseller (“Original Purchaser”). Warranties are not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.

CONDITIONS AND LIMITATIONS: These Limited Warranties are strictly subject to the conditions and limitations set forth below which form an integral part hereof.

1. These Limited Warranties apply to the personal, normal household use and the product being used exclusively for its intended purpose, being a modular drive-on system for boats and watercraft.
2. These Limited Warranties specifically do not cover damages caused by:
 - a) normal wear
 - b) Improper installation or use inconsistent with instructions and product specifications
 - c) Improper handling
 - d) a defect or breakage (damage) to the product resulting from the use of improperly or recklessly operated equipment.
 - e) vandalism, severe weather, natural disaster, accident, fire, flood, unforeseeable acts of nature, frost, ice, floating debris, other foreign objects, animals, aquatic life, glass or other sharp objects such as stones;
 - f) Unauthorized product modifications and attachments or improper repairs by any person other than a duly authorized representative.

CLAIMS:

Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized reseller.

Upon receiving sufficient proof of covered product failure, Marine Pro Dock Systems will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Buyer’s expense, repaired and/or replacement products to the site. “Repair” may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Buyer’s expense.

WARRANTY REGISTRATION:

To insure proper warranty coverage, it is recommended that the buyer complete a Warranty Registration form and submit it directly to Marine Pro Dock Systems along with a copy of their original purchase receipt within 30 days of purchase. A Warranty Registration form can be obtained from the local dealer or by downloading from www.mpdocks.com.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

By acceptance and use of these limited Warranties, Buyer waives any rights it would otherwise have to claim or assert that these warranties fail of their essential purposes. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Martin County in the State of Florida.