



## Warranty

### Hydra Deck Limited Warranty:

This Limited Warranty is made by Hydra Deck, in connection with the Buyer's purchase of a Hydra Deck product. This Warranty constitutes the agreement between Hydra Deck and the Buyer as to any warranty provided by Hydra Deck to the Buyer on the Covered Product.

### ACKNOWLEDGEMENTS OF BUYER

By purchasing a Hydra Deck product, Buyer accepts this Warranty and acknowledges the Buyer has read, understands and agrees to the terms and limitations of this Warranty.

### What This Limited Warranty Covers

Hydra Deck warrants to the Buyer ("Buyer", for purposes of this Warranty, means only first purchaser of the Covered Product and does not extend to subsequent purchasers) that the Covered Products are free from defects in workmanship and materials at the time of manufacture and for a period of (36) months from the date the Products are installed from Hydra Deck. The limited warranty provided hereunder is subject to the strict precondition provided that the Covered Products are used and maintained in accordance with all Hydra Deck specifications for preparation, installation and storage.

### WHAT THIS LIMITED WARRANTY DOES NOT COVER

This limited warranty does not cover the installation of the Product onto any surface, nor does it cover adhesion of the Product to the boat or to any other surface to which the Covered Products are applied. This warranty applies only to material and workmanship of the Covered Product itself. Some fading and/or discoloration of the Covered Products may occur with time and use in the marine environment; such fading and/or discoloration is not covered by this limited warranty. This limited warranty covers only excessive fading or polymer degradation resulting from defective materials. This warranty specifically EXCLUDES deformation, discoloration or other damage to the Covered Product, and EXCLUDES all other damage or loss, resulting from the Covered Product's being subjected to temperatures in excess of 79°C/175°F ("Max Temp"). Max Temp may occur for example in certain specific installations which result in light amplification at the Covered Product surface due to reflection of sunlight from reflective surfaces

or refraction of sunlight through light transmissive surfaces such as windshields or optically clear structures. Care should be taken to avoid installing the Covered Product in such areas. It is exclusively the Buyer's responsibility to provide assurance that any particular installation will not exceed the Max Temp. Hydra Deck shall not be responsible for any damage or loss resulting from any application or use of the Covered Product which exceeds the Max Temp. Installations resulting in the Covered Product's experiencing temperatures in excess of the Max Temp shall void this Warranty in its entirety. The PSA (pressure sensitive adhesive) cannot be warranted as it is a product that may be effected by outside issues that might present a problem during installation which is beyond our control.

## **LIMITATIONS ON HYDRA DECK LIABILITY AND MISCELLANEOUS PROVISIONS**

A. Hydra Deck's total liability under this Warranty shall not exceed the replacement value of the Covered Product. B. In no event will Hydra Deck be liable under any theory of liability or be obligated for consequential or indirect damages of any type or nature. C. This Warranty shall not be assigned or transferred by the Buyer without the prior written approval of Hydra Deck. D. This Warranty shall be governed by and construed according to the laws of the state of Florida, United States of America.

## **Warranty Disclaimers**

A. THIS WARRANTY SUPERSEDES AND REPLACES ANY PREVIOUS WARRANTY MADE OR OFFERED TO THE BUYER BY HYDRA DECK, INCLUDING BUT NOT LIMITED TO ANY WARRANTY SET FORTH IN ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO. B. HYDRA DECK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS WARRANTY. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY; (1) THERE ARE NO WARRANTIES ESTABLISHED OR IMPLIED; (2) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; (3) NO EXPRESS WARRANTY IS GIVEN; AND (4) NO AFFIRMATION OF FACT OR PROMISE MADE BY HYDRA DECK, BY WORD OR ACTION, SHALL CONSTITUTE A WARRANTY. C. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. D. EXCEPT FOR THE PROVISIONS SET FORTH IN THIS WARRANTY, NO AGENT, EMPLOYEE, SUBCONTRACTOR, OR REPRESENTATIVE OF HYDRA DECK HAS ANY AUTHORITY TO BIND HYDRA DECK TO ANY OTHER AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING THE PRODUCT SOLD TO THE BUYER. UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY IS SPECIFICALLY INCLUDED IN THIS WARRANTY, IT SHALL NOT BE ENFORCEABLE BY THE BUYER. E. HYDRA DECK MAY, FROM TIME TO TIME, IN THEIR SOLE DISCRETION OFFER TO REPAIR OR REPLACE COVERED PRODUCT IN CERTAIN SPECIFIC SITUATIONS. SUCH OFFERS BY HYDRA DECK, IF MADE, ARE NOT TO BE CONSTRUED AS A WAIVER OF ANY EXCLUSION OR OTHER LIMITATION TO THIS WARRANTY

I HAVE READ THE WARRANTY AND AGREE WITH ALL TERMS.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_