

## ***EZ Dock Limited Warranties***

**Floation (8 Years)** - Modular dock units and EZ Port lifts are warranted against cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship for a period of eight (8) years from the date of purchase.

**Hardware and Accessories (1 Year)** - Hardware and accessories are warranted against defects in material and manufacturing workmanship for a period of one (1) year from the date of purchase.

These Limited Warranties specifically do not cover damages to EZ Dock products caused by: improper installation; use inconsistent with EZ Dock's instructions and product specifications; vandalism; severe weather and natural disaster; impact by watercraft, ice, falling trees, floating debris, and other foreign objects; animals or aquatic life; unauthorized product modification and attachment; and improper repair.

If an EZ Dock product fails under normal use and within the applicable warranty period, Buyer must submit a written claim to either the authorized EZ Dock reseller in Buyer's area, or directly to EZ Dock. Buyer's local authorized EZ Dock reseller can be found by visiting [www.ez-dock.com](http://www.ez-dock.com), or by calling 1-800-654-8168. Claims may be submitted directly to EZ Dock at 878 East Highway 60, Monett, MO 65708 USA. Claim forms may be obtained from your local authorized EZ Dock reseller, or may be downloaded at [www.ez-dock.com](http://www.ez-dock.com). If a claim form cannot be obtained, claims may be submitted on plain paper. All claims must include, at a minimum, Buyer's complete contact information, the identity of the failed product(s), a description of the claimed defect(s), photos of the defect(s), and copies of dated proofs of purchase/receipts from an authorized EZ Dock reseller.

Upon receiving sufficient proof of covered product failure, EZ Dock 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.

Warranties periods begin on the date of purchase from an authorized EZ Dock 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 EZ Dock reseller ("Original Purchaser"). Warranties are not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.

In order to ensure proper warranty coverage, Buyer should activate these Limited Warranties by properly registering the purchase of EZ Dock products within thirty (30) days of the date of purchase via the Registration Card provided in EZ Dock's Owner's Manual, or by registering online by going to [www.ez-dock.com](http://www.ez-dock.com), clicking "Customer Service" and then clicking "Product Registration".

Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that these limited warranties fail of their essential purposes. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

**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.**