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EZ Dock Limited Warranty on Flotation

EZ Dock, Inc., a Missouri Corporation, having its principal place of business at 878 Hwy 60, Monett, Missouri, 65708 (“Manufacturer”) warrants its EZ Dock and EZ Port float-deck section products (The “Products”) as follows:

1. Limited Warranty

Manufacturer warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of eight (8) years from the date of purchase. This warranty applies specifically against cracking, peeling, sloughing, and deterioration from ultraviolet rays. If the Products do not conform to this Limited Warranty during the warranty period (as herein above specified). Buyer shall notify Manufacturer in writing of the claimed defects and demonstrate to Manufacturer satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to Manufacturer within the warranty period and the defects are such type and nature as to be covered by this warranty. Manufacturer shall, at its own expense, furnish replacement Products. Shipping and installation of the replacement Products or replacement parts shall be at Buyer’s expense.

2. Other Limits

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Manufacturer does not warrant against damages or defects arising out of improper or abnormal use of handling of the Products: against damage arising from vandalism or natural disaster; against defects or damages arising from improper installation (where installation is by persons other than Manufacturer), against defects in products or components not manufactured by Manufacturer, or against damages resulting from such non-Manufacturer made products or components. This warranty also does not apply to Products upon which repairs have been effected or attempted by persons other than pursuant to written authorization by Manufacturer.

3. Exclusive Obligation

THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Manufacturer shall be to repair or replace the defective Products in the manner and for the period provided above. Manufacturer shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Manufacturer be liable for incidental, special, or consequential damages.

4. Other Statements

Manufacturer’s employees or representatives’ ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty.

5. Entire Obligation

This Limited Warranty states the entire obligation of Manufacturer with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.

What this warranty covers: It covers defects such as cracks, leaks, or breakage that result from the irregular molding of plastic components. In the case of a leak, or crack, if evidence exists that indicates the component has been punctured by rough handling, improper installation, abuse by those using the unit, or vandalism, EZ Dock may only provide a repair kit to the owner for their application.

What this warranty does not cover: It does not cover damage occurring to products from outside sources such as the impact caused by boats crashing into the dock, trees falling on the dock, natural disasters such as tornadoes, cyclones, etc.; or vandalism. In the case of a leak or crack, if evidence exists that indicates the unit has been punctured by rough handling, improper installation, abuse by those using the unit, or vandalism, EZ Dock may only provide a repair kit to the owner for their application.



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EZ DOCK LIMITED WARRANTY ON HARDWARE & ACCESSORIES

EZ Dock, Inc., a Missouri Corporation, having its principal place of business at 878 Hwy 60, Monett, Missouri, 65708 (“Manufacturer”) warrants its EZ Dock and EZ Port float-deck section products (The “Products”) as follows:

1. Limited Warranty

Manufacturer warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of one (1) year from the date of purchase. This warranty applies specifically against cracking, peeling, sloughing, and deterioration from ultraviolet rays. If the Products do not conform to this Limited Warranty during the warranty period (as herein above specified). Buyer shall notify Manufacturer in writing of the claimed defects and demonstrate to Manufacturer satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to Manufacturer within the warranty period and the defects are such type and nature as to be covered by this warranty. Manufacturer shall, at its own expense, furnish replacement Products. Shipping and installation of the replacement Products or replacement parts shall be at Buyer’s expense.

2. Other Limits

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Manufacturer does not warrant against damages or defects arising out of improper or abnormal use of handling of the Products: against damage arising from vandalism or natural disaster; against defects or damages arising from improper installation (where installation is by persons other than Manufacturer), against defects in products or components not manufactured by Manufacturer, or against damages resulting from such non-Manufacturer made products or components. This warranty also does not apply to Products upon which repairs have been effected or attempted by persons other than pursuant to written authorization by Manufacturer.

3. Exclusive Obligation

THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Manufacturer shall be to repair or replace the defective Products in the manner and for the period provided above. Manufacturer shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. *Under no circumstances, whether based on this Limited Warranty or otherwise, shall Manufacturer be liable for incidental, special, or consequential damages.*

4. Other Statements

Manufacturer’s employees or representatives’ ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty.

5. Entire Obligation

This Limited Warranty states the entire obligation of Manufacturer with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.

What this warranty covers: It covers defects such as cracks, or breakage that result from poor workmanship in forming or welding. If evidence exists that indicated that component failed because of modifications being made by the installer, by rough handling, improper installation, abuse by those using the unit, severe natural elements, or vandalism, EZ Dock may choose not to offer a replacement part free of charge.

What this warranty does not cover: It does not cover damage occurring to products from outside sources such as the impact caused by boats crashing into the dock, trees falling on the dock, natural disasters such as tornadoes, cyclones, etc.; or vandalism. In the case of a leak or crack, if evidence exists that indicates the unit has been punctured by rough handling, improper installation, abuse by those using the unit, severe natural elements, or vandalism, EZ Dock may choose not to offer a replacement part free of charge.