

## **LIMITED WARRANTIES ON AQUATRACITION PRODUCTS**

Subject to all requirements, limitations, disclaimers and exclusions set forth in this document, Aqua Traction Marine LLC ("AquaTraction") extends the limited warranties expressly set forth below for its closed cell xPE foam marine flooring ("Product(s)") only to the original purchaser ("Purchaser"). These limited warranties are not transferable. Timely notice of any warranty claim is important. Please refer to "[How to Submit a Warranty Claim](#)" to complete this process. These limited warranties may also be found online at <https://aquatraction.com/page/warranty>

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**WARRANTIES DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, AQUATRACITION MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. PURCHASERS MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY MADE BY AQUATRACITION, OR ANY OTHER INDIVIDUAL OR ENTITY ON AQUATRACITION'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE LIMITED WARRANTIES EXPRESSLY SET FORTH BELOW. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH BELOW, THE PRODUCTS ARE BEING SOLD AS-IS AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS IS WITH THE PURCHASER.**

**LIMITATION OF DAMAGES. NOTWITHSTANDING ANYTHING IN THESE LIMITED WARRANTIES TO THE CONTRARY, AQUATRACITION SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT, (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AQUATRACITION'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT(S). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**APPLICABLE LAW. These limited warranties shall be governed and construed according to the laws of the State of Minnesota. Any claim or dispute arising under or in connection with these limited warranties or the Products shall be brought and venued in the State Courts of Minnesota, or Federal Courts located in Minnesota. These limited warranties (including all requirements, limitations, disclaimers and exclusions set forth herein) shall apply to the fullest extent permitted by applicable law, but if any provision set forth herein is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect**

any other provision set forth herein or invalidate or render unenforceable such provision in any other jurisdiction.

## **MANUFACTURING DEFECT – LIMITED WARRANTY**

AquaTraction provides a non-transferable limited warranty to Purchasers, for materials only, to address manufacturing defects (“Manufacturing Warranty”). This Manufacturing Warranty begins when the order is shipped from AquaTraction and expires upon the earlier of (a) 14 days after Purchaser’s or AquaTraction Certified Dealer’s receipt of shipment of the Product, or (b) the day of installation of the Product (as the case may be, the “Manufacturing Warranty Period”). All replacement or repairs of Products covered under this Manufacturing Warranty must be made through an authorized AquaTraction Certified Dealer.

### Eligibility requirements for Manufacturing Warranty:

- Manufacturing Warranty claims **MUST** be documented (with pictures) and submitted to AquaTraction by not later than the last day of the Manufacturing Warranty Period. Failure to submit a claim within this Manufacturing Warranty Period constitutes a waiver of any Manufacturing Warranty claim and will void this Manufacturing Warranty.
- A final inspection is required at the time of installation to identify any manufacturing defects. Any manufacturing defects, including gouges or miscuts must be reported to AquaTraction by not later than the last day of the Warranty Period; failure to conduct a final inspection will render this Manufacturing Warranty void.

### What is Covered by the Manufacturing Warranty:

- Missing Product: shipment is received by an AquaTraction Certified Dealer or Purchaser, but Products are missing.
- Damaged Product **NOT** resulting from shipping: If a shipment arrives with an undamaged exterior and the Product is visibly damaged inside the box, such damage will be covered.
- Product Surface Defects: pores larger than 2.5 mm on the surface of the Product.
- Product not matching the approval drawing: If a Product is received with a missing cutout or an unintended line, and the approval drawing indicates the correct specifications, such discrepancies will be covered.
- Delamination - Product experiencing delamination when colors separate from each other.

### What is **NOT** covered (Exclusions from Manufacturing Warranty):

- Labor costs for the installation of Products (including installation of any repaired or replacement pad or materials covered under this Manufacturing Warranty), including all such costs of the AquaTraction Certified Dealer.
- Manufacturing Warranty claims submitted without pictures or not timely submitted during the Manufacturing Warranty Period.
- Any acts of God including, but not limited to fire, water, wind, ice, storms, or lightning or other events beyond the AquaTraction’s reasonable control.

- A corrosive environment or contact with corrosive materials including, but not limited to, rust, chlorine, or sulfur.
- AquaTraction has minor limitations on tooling and cutting practices. Depending on the design of the floor, AquaTraction's tool choice could vary, depending on what is best suited for the result of the floor. No tooling or cutting preferences will be warranted.
- Installations or purchases from sources other than an AquaTraction Certified Dealer.
- Shipping expenses required to ship replacement Products.
- Shipping Damage: AquaTraction will not be liable for damage caused by freight carriers or shipping companies. If you wish to insure your shipment, please include shipping insurance in your order.
- International Shipping: AquaTraction will not be responsible for any delays caused by an order being held, redirected, or halted at Customs or by any shipping carriers.

What AquaTraction will do:

As AquaTraction's only responsibility and the Purchaser's only remedy for a qualified claim covered under this limited Manufacturing Warranty, AquaTraction will repair or furnish a replacement of the missing, damaged or defective Product or component(s) thereof (which will be determined by AquaTraction in its sole discretion), for installation by an AquaTraction Certified Dealer, all subject to the requirements, limitations, disclaimers and exclusions set forth set forth above.

**THIS SECTION SETS FORTH THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND AQUATRACITION'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED MANUFACTURING WARRANTY SET FORTH ABOVE.**

**[END OF MANUFACTURING DEFECT – LIMITED WARRANTY]**

## **INSTALLATION DEFECT – LIMITED WARRANTY**

AquaTraction provides non-transferable limited warranty to Purchasers that all installation work for Products performed by an AquaTraction Certified Dealer will be free from defects in workmanship under normal use and maintenance (“Installation Warranty”). This Manufacturing Warranty begins when the order is shipped from AquaTraction and continues, on a prorated basis (as provided below), for thirty-six (36) months, expiring on the 36-month anniversary of the date of shipment (the “Installation Warranty Period”). Repaired or replacement Products under this Installation Warranty will be sent to the original AquaTraction Certified Dealer. Products may be shipped directly to the Purchaser upon mutual agreement between the AquaTraction Certified Dealer and the Purchaser.

AquaTraction Certified Dealers are independent and may apply labor charges for installation, and any such charges are **NOT** covered by this Installation Warranty. Warranties that require AquaTraction Certified Dealer labor must be completed by the original Certified Dealer. If your Certified Dealer is no longer in the AquaTraction network, AquaTraction will honor the Installation Warranty, but Purchaser must utilize, and pay any labor charges, of an alternative AquaTraction Certified Dealer.

### **Eligibility requirements for Installation Warranty:**

- Installation Warranty claims **MUST** be documented (with pictures) and submitted to AquaTraction within **SEVEN (7)** days of discovery of the issue, defect or incident with the Product claimed to be covered by this Installation Warranty.
- AquaTraction may request documentation showing proper preventative maintenance of the Product(s) and compliance with any other requirements for coverage under this Installation Warranty.
- Original Installation of the Product(s) must have been performed by an AquaTraction Certified Dealer according to the AquaTraction’s standards for installation and preparation.

### **What is Covered by Installation Warranty:**

- **Adhesion:** This Installation Warranty covers adhesion of the Product onto non-porous surfaces, such as fiberglass and aluminum. For specific Products with adhesive issues, this Installation Warranty covers 100% of the materials costs for repaired or replaced pad(s) pursuant to claims timely submitted during the first fourteen (14) months after shipment, and covers 25% of the materials costs for repaired or replaced pad(s) (calculated based on then-current Certified Dealer pricing) pursuant to claims timely submitted during months fifteen (15) through thirty-six (36) after shipment. AquaTraction Certified Dealers are required to use adhesive promoter primers (except on smooth aluminum) and to install the Product when temperatures exceed 60 degrees Fahrenheit. Please refer to the installation documents for additional guidance.
- **Light Amplification:** The Product may distort or fade when exposed to temperatures exceeding 180° F. Reflection of sunlight from surfaces adjacent to the Product may create

a magnifying effect of light that will exceed that maximum temperature. The Installation Warranty covers instances where, despite proper preventative maintenance (and implementation of appropriate Mitigation Tactics, as defined below), the Product experiences Light Amplification caused by (a) an area or surface previously identified and addressed with an appropriate Mitigation Tactic (that has been properly and continuously maintained), (b) an unknown object, item, or area, or (c) areas of Purchaser's particular make and model of boat not previously identified or documented in AquaTraction's Light Amplification search documentation, in any case only on the first such occurrence of such Light Amplification damage to the Product. Please refer to "Light Amplification Prevention Addendum" included below. AquaTraction will cover, for affected pads, and only once: 100% of the material cost for repaired or replaced pad(s) pursuant to claims timely submitted during the first fourteen (14) months after shipment, or 25% of the material cost for repaired or replaced pad(s) (calculated based on then-current Certified Dealer pricing) pursuant to claims timely submitted during months fifteen (15) through thirty-six (36) after shipment. AquaTraction has provided solutions and recommendations to combat Light Amplification (these are the "Mitigation Tactics" outlined on our Light Amplification Prevention Addendum included below). AquaTraction Certified Dealers should utilize our Light Amplification search documentation to identify which areas of Purchaser's boat need prevention. Once an area or surface causing Light Amplification is identified, the Purchaser must work with the AquaTraction Certified Dealer to implement an appropriate Mitigation Tactic, and failure or refusal to implement any recommended Mitigation Tactic will void this Installation Warranty. Light Amplification will be covered under this Installation Warranty only once (and only during the Installation Warranty Period); any future occurrences, including without limitation those resulting from a failure to implement any recommended Mitigation Tactic, will not be covered.

**What is NOT Covered (Exclusions from Installation Warranty):**

- Expansion / Contraction: The Product is a synthetic material expected to expand and contract with different climates and temperatures. AquaTraction will not cover Products that have experienced expansion and contraction. AquaTraction can provide Purchasers with a seamless design, but Purchasers should expect that expansion and/or contraction will occur and gaps may appear depending on atmospheric or environmental conditions.
- Failure of the AquaTraction Certified Dealer to adhere to standard installation and preparation procedures prior to installation.
- Air Pockets: Though rare, air may become trapped under installed Product and may be unnoticed until air begins to expand and contract. Use of a needle will allow air to be released and pads to be adhered back to the substrate. Please refer to "[Treating an air pocket](#)." *The sooner you can address the air pocket, the less chance the Products will fail.*
- Stains: Through extensive testing, it has been shown that tough stain items (such as permanent markers, wood stain, fish blood, red wine and grease) can in most cases be

removed from the Product. Clean with a heavy scrub brush and water/detergent mixture; citrus based degreaser on hard stains. Please refer to "[How to clean AquaTraction.](#)"

- Fading: Some minor fading or discoloration may occur over time with use of the Product in a marine environment. Vibrant colors such as red, orange, yellow and lime green could experience more fading than all other standard colors. Purchasers choosing red will experience the red fading into a pink over time. If choosing any vibrant colors please try to keep boats covered and reduce sun exposure. Contact your AquaTraction Certified Dealer for solutions if you still want to use these colors.
- Heat Sensitivity: AquaTraction provides a wide array of color selection. If you are sensitive to heat, please refer to the light colors that we offer. AquaTraction will not warranty Products in any manner whatsoever due to discomfort from heat or heat reflection or retention by any Product.
- Installation Warranty claims submitted without pictures or not timely submitted during the Installation Warranty Period and within SEVEN (7) days of discovery of the issue, defect or incident with the Product claimed to be covered by this Installation Warranty.
- Normal wear and tear, abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by AquaTraction.
- Labor costs, including but not limited to, removal and reinstallation of material, including, without limitation, all such costs of any AquaTraction Certified Dealer.
- Any acts of God including, but not limited to fire, water, wind, ice, storms, or lightning or other events beyond the AquaTraction's, or its Certified Dealer's, reasonable control.
- A corrosive environment or contact with corrosive materials including, but not limited to, rust, chlorine, or sulfur.
- Purchases or installations from sources other than an AquaTraction Certified Dealer.
- Failure to perform proper preventative maintenance.
- The Installation Warranty for Light Amplification (and for Adhesion to the extent impacted by any Light Amplification) will be void if a Purchaser declines to implement a Mitigation Tactic in an area identified as a risk for Light Amplification by an AquaTraction Certified Dealer, whether such identification is made in connection with the original purchase or installation or any subsequent repair or replacement of pads damaged by previously unidentified or unknown area of Light Amplification under this Installation Warranty, in accordance with the Light Amplification Prevention Addendum included below (and the Installation Warranty shall be void regardless of whether a Purchaser signs any affirmative waiver with respect to Light Amplification or Mitigation Tactics that may be requested by AquaTraction or a Certified Dealer at any time, including

any waiver requested in connection with Purchaser declining to implement any Mitigation Tactic(s) at the time of original purchase or installation).

- Removal (or failure to prevent removal) of any previously implemented Mitigation Tactic.
- AquaTraction has minor limitations on tooling and cutting practices. Depending on the design of the floor, AquaTraction's tool choice could vary, depending on what is best suited for the result of the floor. No tooling or cutting preferences will be warranted.
- Shipping expenses required to ship replacement Products.
- Shipping Damage: AquaTraction will not be liable for damage caused by freight carriers or shipping companies. If you wish to insure your shipment, please indicate shipping insurance when the order is placed.
- International Shipping: AquaTraction will not be responsible for any delays caused by an order being held, redirected, or halted at customs or by any shipping carriers.

What AquaTraction will do:

As AquaTraction's only responsibility and the Purchaser's only remedy for a qualified claim covered under this limited Installation Warranty, AquaTraction will repair or furnish a replacement of the defectively-installed or damaged Product or component(s) thereof (which will be determined by AquaTraction in its sole discretion), for installation by an AquaTraction Certified Dealer, all subject to the requirements, limitations, disclaimers and exclusions set forth set forth above.

**THIS SECTION SETS FORTH THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND AQUATRACTION'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED INSTALLATION WARRANTY SET FORTH ABOVE.**

**[END OF INSTALLATION DEFECT – LIMITED WARRANTY]**



