



Limited Warranty on AquaDex Products Foam Decking

This limited warranty gives you specific legal rights and you may have other rights, which vary from state to state.

The limited warranty can also be found online at AquaDexProducts.com/warranty. This limited warranty supersedes and replaces any previous warranty made or offered to the buyer.

We warrant that during the warranty period, the product will be free from defects in materials and workmanship and excessive fading or polymer degradation resulting from defective materials.

Our responsibility for defective goods is limited to repair or replacement as described below in this warranty statement.

Other than the limited warranty stated herein, we specifically disclaim all express and implied warranties of any kind, including without limitation the warranties of merchantability and fitness for a particular purpose with the sole and exclusive warranty being the warranty specifically stated within this limited warranty. Except for the provisions stated in this limited warranty, no agent, employee, subcontractor or representative of us has the authority to bind us by affirmation of fact or promise or otherwise, to any warranty not specifically stated in this limited warranty. This limited warranty shall not be modified by any course of dealing.

Who may use this warranty?

AquaDex Products located at 235 Hickory Lane, Unit B, Bayville, New Jersey, 08721 ("we") extend this limited warranty only to the consumer who originally purchased the product ("you"). It does not extend to any subsequent owner or other transferee of the product and cannot be transferred or assigned by you to any other person or entity.

What does this warranty cover?

This limited warranty covers defects in materials and workmanship at the time of manufacture of the product defined in the purchase order or receipt accompanying this limited warranty (the "product") for the warranty period as defined below.

What does this warranty not cover?

This limited warranty does not cover any damage of the product due to: (a) installation of the product onto any surface; (b) adhesion of the product to a boat deck or to any other surface to which the product is applied; (c) deformation, fading, discoloration or polymer degradation of

the product resulting from non-defective materials; (d) exposure of the product to temperatures in excess of 165f which may occur as a result of the amplification of sunlight from reflective surfaces or the passing of sunlight through a refractive medium such as windshields or other structures which shall operate to void this limited warranty; (e) failure to follow the product instructions or to perform preventive maintenance; (f) modifications to the product; (g) unauthorized repair; (h) normal wear and tear; or (i) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

What is the period of coverage?

This limited warranty starts on the date of your purchase and lasts thirty-six (36) months (the "warranty period"). The warranty period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

What are your remedies under this warranty?

With respect to any defective product during the warranty period, we will, in our sole discretion either repair or replace such product. You must pay for shipping fees of the defective product to us as well as the shipping fees for the return of the repaired or replacement product to you. This is your sole and exclusive remedy and if this remedy shall fail its essential purpose, then your remedy shall be limited to the purchase price of the product. This limited warranty shall be governed by and construed according to the laws of the state of New Jersey. Each party agrees that the sole and exclusive jurisdiction and venue for all claims arising under or relating to this limited warranty shall in a state of New Jersey court located in Bayville, New Jersey or the United States District Court for the District of New Jersey wherein each party waives all rights to a jury trial.

How do you obtain warranty service?

To obtain warranty service, during the warranty period you must contact customer service by phone (609-222-4022) or by email at info@AquaDexProducts.com to obtain a warranty claim number. During this process you may be asked to submit images of the defective area so that it can be evaluated by AquaDex Products for possible defects. You may also send the defective merchandise tagged with your warranty claim number via mail to: AquaDex Products, attn: warranty department, 235 Hickory Lane, Unit B, Bayville, New Jersey, 08721. If deemed defective by us we will repair or replace the defective product in accordance with the terms of this limited warranty.

Limitation of Liability

The remedies described above are your sole and exclusive remedies and our entire liability for any breach of this limited warranty. Our liability shall under no circumstances exceed the actual amount paid by you for the defective product, nor shall we under any circumstances be liable

for any consequential, incidental, special or punitive damages or losses, whether direct or indirect. 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.