

# POLYFORM U.S. LIMITED WARRANTY

Polyform U.S. warrants its products to be free of defects in workmanship and materials under normal use and service in the purposes and under the conditions for which they were designed.

## WHAT THIS WARRANTY DOES NOT COVER

This warranty does not apply to product failure caused by:

- (1) improper inflation, including both over or under inflation (please refer to inflation guide for correct inflation values); or
- (2) cuts, punctures, or exposure to chemicals which degrade or discolor plastics; or
- (3) damage from animals, birds or fish; or
- (4) intentional damage by people; or
- (5) abuse, neglect, accident, misuse, alteration, acts of god, unauthorized repairs, improper handling or use; or
- (6) unusual conditions including severe storms, hurricanes, extreme temperatures, UV exposure. Natural degradation of plastic over years of use and exposure to sun, water and temperature change is considered normal wear and tear.

POLYFORM U.S. SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR PENALTIES AND DOES NOT ASSUME ANY LIABILITY OF PURCHASER TO OTHERS FOR INJURY TO PERSON OR PROPERTY. IN THOSE STATES WHERE THE LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. NO WORDS, ACTIONS, DESCRIPTIONS, MODELS, SAMPLES OR OTHER SELLER CONDUCT WILL CREATE AN EXPRESS WARRANTY BEYOND THE TERMS DESCRIBED HERE.

Polyform U.S. has no control over the potential uses to which its products may be placed and will not be responsible for the selection or use of any product for any particular purpose. Polyform U.S. does not warrant that the product will meet your specific requirements.

## HOW LONG COVERAGE LASTS

The warranty on A Series Buoys, LD Series Buoys, F Series Fenders, G Series Fenders, HTM Series Fenders, NF Series Fenders, CC Series Bar Buoys and S Series Buoys lasts as long as the original purchaser owns the above referenced Polyform U.S. product. This warranty terminates if the original purchaser sells or transfers the product.

CM Mooring Buoys, Elite Fender Covers, FF Fender Covers, True Fit Fender Holders, Shackles, Fender Adjusters, Line Holders, Pumps, Dock Guards, and WS-1 buoys have a LIMITED THREE YEAR WARRANTY starting the date the Polyform U.S. product is purchased. This warranty terminates if the original purchaser sells or transfers the product. The user of a CM Mooring Buoy should check regularly the shackle and mooring hardware for structural integrity.

## SERVICE

Purchaser should return the defective product to the location where the purchase was made, together with the original sales receipt indicating the date of purchase and item number. All warranty claims must identify any alleged defect and include a description of how the product was used.

Polyform U.S. reserves the right to physically inspect any alleged defective product. If inspection is requested, Purchaser shall return the defective product to Polyform U.S. Purchaser is responsible for all costs or postage for returned defective products. No returned merchandise will be accepted without prior authorization.

## WHAT POLYFORM U.S. WILL DO

Obligation under this warranty is limited to repair, replacement, or credit for the defective product at the discretion of Polyform U.S.

## YOUR RIGHTS UNDER STATE LAW

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