

ROLLING BOAT, INC. LIMITED WARRANTY

Rolling Boat, Inc. (RBI) warrants all RBI-built products and accessories purchased new by original owner to be free from defects in the material and workmanship under normal use for a period of 24 months from the date of purchase (excluding components and options which carry their own manufacturer's warranty, wherein that warranty will apply). Warranty is void when misuse or neglect is the cause.

No other express warranty or guaranty, except as mentioned above, given by any person or entity with respect to RBI products shall bind RBI. This warranty supersedes all other warranties expressed or implied. NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLY TO RBI PRODUCTS AND ARE HEREBY DISCLAIMED.

In the event of a possible warranty claim, the customer will submit pictures of the defective or damaged part to RBI via email or United States Postal Service. The customer must also include written consent allowing RBI access to their product if an onsite inspection becomes necessary. If proven to be defective upon inspection, they will be exchanged for new or comparable rebuilt products, as determined by RBI and shipped back to the original purchaser. RBI will cover all shipping costs. RBI will not be responsible for installing any replacement parts. Warranty replacement shall not extend the original warranty period of the defective RBI products.

The customer's remedies with respect to defective RBI products shall be exclusively limited to the repair or replacement remedy as above provided and in no event shall RBI be liable for loss of profits, revenues, savings, inconvenience, associated costs, expense for equipment or service, use of capital, facilities, services, storage charges, damage to property, or any other special, incidental or consequential damages caused by the use or misuse of, or inability to use, the RBI product, regardless of the legal theory on which the claim is based, and even if RBI has been advised of such damages. In no event shall recovery of any kind against RBI be greater in amount than the purchase price of the RBI product sold by RBI and causing the alleged damage. Any pursuit of legal action must be filed within the jurisdiction of Clackamas County, OR. Without limiting the foregoing, the purchaser assumes all risk and liability for loss, damage or injury to persons, animals or property arising out of use or misuse of, or inability to use, the RBI product. By installing any dock additions not supplied by RBI, the customer voids this warranty with regards to parts impacted by such additions. RBI is not liable for third party claims. This limited warranty shall not extend to anyone other than the original purchaser of the RBI product, or the person for whom it was purchased as a gift, and states your exclusive remedy. In no event shall RBI be liable for incidental or consequential damages to the full extent such may be disclaimed by law.

Unless otherwise noted, this warranty agreement is the only warranty agreement between the parties. This agreement states the limits and association of risk between the two parties. Customer acknowledges understanding of this warranty and agreement and binding to the terms contained within.