

## **WARRANTY**

Way Marine Design warrants the goods and equipment sold to be free from defects in material and workmanship for a period of (2) years except as follows:

- Way Marine Design warrants the structural integrity of the No Profile<sup>™</sup> Boat Lift system for a period of (10) years from the delivery date to the purchaser.
- Way Marine Design warrants the structural integrity of the aluminum cradles and beams used in the No Profile<sup>™</sup> Boat Lift system for a period of (10) years from delivery date to the purchaser.
- Way Marine Design agrees to provide all necessary parts and materials to correct any warranted defect provided Way Marine Design receives written notice within the applicable warranty period.
- These warranties shall be deemed void and unenforceable and the equipment shall be deemed sold "As Is" and "With All Faults" with the entire risk as to quality and performance to be borne by the original purchaser without any implied warranties of fitness or merchantability if any of the following should occur:
  - If the equipment should be installed at any other location other than the original purchaser's address specified in the sales agreement.
  - If the original purchaser or any one not authorized by Way Marine Design, Inc. attempts to make any repairs to the equipment or to replace any of its component parts, or alter the equipment.
  - If the platform is kept in any other position other than fully up (cylinder rod fully retracted within cylinder).
- These warranties do not cover any damages caused by adverse weather conditions, rising tides, hurricanes, storm surges, acts of God or other causes not due to a defect in materials and/or workmanship of the equipment.
- Way Marine Design makes no implied warranties with respect to lifts purchased for commercial purposes.
- Damage caused by accidents, negligence, overloading, misuse, modification or abusive operation is not covered by this warranty.
- LIFT IS NOT RATED FOR PARTY DECK OR INTENDED TO ACT AS A DOCK.
- Warranty is Null & Void if maximum weight capacity of lift is exceeded (includes dry weight of vessel, fuel, water, people, equipment, motors.)
- Damage caused by improper installation is not covered by this warranty.
- Composite decking board and non-metallic deck components are not covered under warranty.

\*Should a problem arise with lift, the contractor should be contacted first. The installation contractor can then determine if the problem is an installation issue, act of nature, or product quality issue.

\*Service and warranty claims need to be made to Way Marine Design at (904) 819-0128. This will result in an authorized distributor, reseller, or company representative being dispatched to the customer's lift where upon all parts and materials will be furnished at no charge within the first (2) years after installation. Thereafter, parts and labor will be billed accordingly.

## **Warranty Addendum**

Personal Water Crafts (PWC)

Way Marine Design must approve any PWC's or other crafts sharing space on a No Profile Platform Lift in writing to ensure proper placement. Any improper storage or placement of vessel on the Platform Lift WILL void the warranty. Any bunk system or attachment to the No Profile Lift not manufactured by Way Marine Design and with their explicit details on how it is to be attached will also void the warranty.