

## MariDeck Marine Floor Vinyl – Limited Warranty

DeckRite LLC (MariDeck) warrants to the original owner of the above-described building, that the MariDeck membrane is waterproof and free from defects at the manufacturing. We further warrant that the MariDeck membrane, installed to MariDeck published specifications, will be free from defects for a prorated period of two (2) years from the date of sale, providing the membrane was properly installed, maintained, and used for its' intended purpose. At no time during the life of this limited warranty, shall DeckRite's liability exceed MariDeck's selling price of the membrane. It is specifically noted that any other components of the deck or boat are not covered under this warranty.

### TERMS, CONDITIONS & LIMITATIONS

- A. Owner shall provide DeckRite with written notice of any defect in the membrane within fifteen (15) days of discovery. Should the subsequent DeckRite investigation reveal that the problem(s) were caused by something other than a defect in the membrane, the owner shall be responsible for the cost of investigation made by DeckRite.
- B. This warranty shall not be applicable for any damage to the membrane resulting from, but not limited to:
  - 1. Natural disaster, including but not limited to earthquakes, lighting, hail, high winds, tornados, hurricanes, etc.
  - 2. Intentional acts, negligence, stains, scuffs, ice or snow removal, failure of Owner to use reasonable care, animals, fires, malicious mischief, vandalism, or civil disobedience.
  - 3. Setting, warping or other failure of the structure on which the membrane is attached.
  - 4. Alkaline attack, hydrostatic pressure or moisture from the sub floor.
  - 5. Normal wear and tear (i.e. fading, abrasion, etc.
- C. This warranty shall be null and void if:
  - 1. There is a change in the use of the boat by the Owner or authorized user, which affects the membrane installation.
  - 2. The membrane is exposed to substances or chemicals which are not compatible with the membrane and have not been previously approved in writing by DeckRite.
  - 3. Owner fails to pay the cost of investigation and repair of non-warranted problems.
  - 4. The membrane is damaged, penetrated, torn or altered in anyway.
- D. DeckRite has no obligation under this warranty unless:
  - 1. The bills for membrane have been paid in full to the installing contractor and/or material supplier.
  - 2. Owner signs the warranty, returns a copy to DeckRite and complies with the terms and conditions of the limited warranty.
  - 3. MariDeck agents or authorized installers are allowed access to said installation, to make inspections, during regular working hours.
  - 4. Owner has exercised reasonable care and maintenance in accordance with the recommendations of the manufacturer.
- E. It is expressly agreed that the Owner's sole remedy to a defect in the membrane is replacement of the defective membrane.
- F. This limited warranty, issued at the office of DeckRite LLC, 3912 East Progress, North Little Rock, Arkansas, 72114, and accordingly governed by Arkansas law, is not transferable.

DECKRITE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION, WHICH IS HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY DECKRITE.

THIS LIMITED WARRANTY, GIVEN BY DECKRITE, SUPERSEDES, AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE OF THIS CERTIFICATE. DECKRITE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE BUILDING OR ITS' CONTENTS, UNDER ANY THEORY OF LAW. NO REPRESENTATIVE OF DECKRITE HAS ANY AUTHORITY TO BIND DECKRITE WITH ANY REPRESENTATION OR WARRANTY OTHER THAN IS STATED HEREIN.

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