

AUTOMATIC FENDER™ LIMITED WARRANTY

Warranty

Boat Innovation (“Company”) warrants that any defects in materials and workmanship in a properly installed and used Automatic Fender™ (“Product”) will be corrected by the Company for a period of 1 year. Please call or email us for an extended warranty. The beginning of the foregoing period shall be the date of the first retail purchase of the Product. This warranty does not cover damage caused by improper use, improper care, accidents, or natural breakdown of materials over time and use. A Product for which a warranty claim is being made should be returned to the Company for a warranty coverage evaluation. If the Product is covered under this limited warranty, then the Company will repair the Product. Such repairs or replacements will be your sole remedy under this limited warranty.

Limitations

IT IS YOUR SOLE RESPONSIBILITY TO INSTALL AND USE THE PRODUCT IN A MANNER THAT WILL NOT CAUSE ACCIDENTS, PERSONAL INJURY OR PROPERTY DAMAGE. YOU ARE SOLELY RESPONSIBLE FOR OBSERVING SAFE BOATING PRACTICES. YOUR USE OF, OR INABILITY TO USE, THE PRODUCT IS AT YOUR SOLE RISK.

The company does not assume any liability, and shall not be responsible for, any damage incurred by using the product, including any personal injury incurred as a result of using the product. Except as expressly stated above, the Product is provided for your use only without warranty of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages. Use of the product is not allowed in such jurisdictions.

To the extent not prohibited by law, in no case shall the company, its members, managers, Directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of the product or for any other claim related in any way to your use of the Product, including, but not limited to, personal injury, or any loss or damage of any kind incurred as a result of the use of the product, even if advised of the possibility of such loss or damage. Some countries, states or jurisdictions do not allow the exclusion or the limitation of liability for personal injury or consequential or incidental damages, and the use of the product is not allowed in such jurisdictions.

In no event shall the company’s total liability to you for all damages exceed the amount of fifty united states dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Company does not represent or guarantee that the product will be free from defect.

The Warranty Does Not Apply To:

1. Any failure resulting from lack of maintenance.
2. Normal wear and tear.
3. Misuse or damage.
4. A Product which has been altered, changed, or repaired by anyone other than the Company.

This limited warranty is the only warranty applicable to the Product, and is in lieu of all other warranties.

Care and Operation Instructions

Except as otherwise expressly provided in this limited warranty, follow the Automatic Fender™ Care and Operation Instructions. It contains important information about personal safety and property damage.

