WARRANTY TERMS

The present Warranty Terms (the "**Warranty Terms**") apply to the warranty provided by **DECK ARMOR INC.** ("**Deck Armor**" or the "**Company**"), a Florida Profit Corporation having its principal address located in Clearwater, Florida. The warranty offered by Deck Armor shall comply with the Warranty Terms.

Deck Armor expressly warrants to the Warranty Holder (as defined below) that Deck Armor flooring installed or provided by Deck Armor (the "**Products**" or "**Product**") is covered by the Limited Warranty.

This warranty covers **defects in materials or workmanship** (the "**Limited Warranty**" or the "**Warranty**") pursuant to these Warranty Terms. This Limited Warranty only applies to the Products which are professionally installed by a Certified Installer designated by Deck Armor.

GENERAL TERMS AND CONDITIONS:

WARRANTY APPLICABILITY. The Warranty Terms shall apply to the Limited Warranty offered by the Company to its Warranty Holders. Any purchaser of Products shall be referred to as the "**Warranty Holder**". The Company and the Warranty Holder shall be collectively referred to as the "**Parties**".

Unless otherwise provided by the Company in writing, no other terms, agreements, arrangements or discussions, except for the present Warranty Terms, shall apply to the Limited Warranty. The Limited Warranty shall be governed by the terms, conditions, restrictions and exclusions set forth in these Warranty Terms. The provision of the Limited Warranty by Deck Armor shall be expressly conditioned on the Warranty Holder's acceptance of the present Warranty Terms.

WARRANTY DURATION. The Limited Warranty shall commence on the date of the initial installation or application of the Products by the Company and remain in effect for the applicable warranty period. The warranty period (the "**Warranty Period**") is:

- a lifetime for Products installed or applied on personal vessels; and
- ten (10) years for Products installed or applied on commercial vessels.

For interpretation purposes, the Limited Warranty shall begin on the date of the initial installation of the Products.

WARRANTY HOLDER'S REPRESENTATIONS AND WARRANTIES. To benefit from the Limited Warranty, the Warranty Holder hereby represents and warrants to Deck Armor as follows:

(i) the Warranty Holder is the owner of the Products and such Products have been validly purchased by or through the Company or an authorized reseller,

(ii) the information provided by the Warranty Holder in the claim for the Limited Warranty is true, accurate, complete and thorough to the best of the Warranty Holder's knowledge,

(iii) the Warranty Holder has paid all sums due to the Company for the Products and agrees to pay all subsequent sums due under the Limited Warranty,

(iv) the Warranty Holder acknowledges that all claims submitted by the Warranty Holder under this Limited Warranty shall be subject to the Terms,

(v) the Warranty Holder shall comply with all instructions provided by the Company with respect to the Limited Warranty, any claim, repair, replacement or otherwise connected to the Products and the Limited Warranty, and

(vi) the Warranty Holder shall await the Company's confirmation, as set forth in these Terms, prior to proceeding with repairs, replacement or otherwise relating to the Products, and the Warranty Holder acknowledges that the Company shall not be responsible for covering any repairs, replacement or otherwise incurred prior to the Warranty Holder's receipt of the appropriate confirmation.

APPLICABLE TERMS. To be eligible for the Limited Warranty, the Warranty Holder understands that the following general terms and conditions shall apply:

1. The Warranty Holder must submit proof of purchase and a completed warranty registration card to the Company in accordance with the Company's registration requirements.
2. The warranty registration must be submitted within thirty (30) days of the date of installation or application.
3. The Limited Warranty term shall begin on the date of the Products' initial installation or application by a certified installer or dealer of Deck Armor (each, a "**Certified Installer**").
4. The Products' initial application must have been performed by a Certified Installer.
5. Any warranty claims for workmanship approved by the Company shall be performed by a Certified Installer.
6. Any warranty claim due to Product failure must be reported to Deck Armor within thirty (30) days after the Warranty Holder discovers, or reasonably should have discovered, the failure.
7. This Limited Warranty is intended exclusively for the original purchaser (owner of vessel at the time of product installation) and is not transferable. Any subsequent purchaser may not benefit from the Limited Warranty.

WARRANTY EXCLUSIONS:

This Limited Warranty shall exclude, and does not cover damages, loss or defects resulting from any of the following:

1. Lack of maintaining the vessel according to the standards and techniques recommended by the Company.
2. Damage resulting from a collision or other vessel accidents.
3. Damage as a result of Force Majeure events, including but not limited to fire, flood, extreme weather conditions, secondary effects, or any other Force Majeure events.
4. Damage caused by any alteration or modification to the vessel surfaces.
5. Damage caused by vessel manufacturer defects.
6. Damage caused by vessel substrate failure.
7. Failure to adhere to any requirements listed under these Warranty Terms.
8. Failure to properly maintain the vessel in accordance with recommended maintenance standards and procedures.
9. Damage to the Products caused by impact with a foreign object.
10. Abuse, improper, unauthorized or unreasonable use of Products.
11. Damages or loss caused by gross negligence, abuse, fraud, vandalism, mischief, or theft.

12. Damages or defects covered by the Warranty Holder's vessel insurance policy, even if not covered in full.
13. Cosmetic Damages, defects or losses that do not render the Products unusable.
14. Damages, loss or defects covered by another warranty program, including the warranty offered by the manufacturer of the vessel.
15. Damages related to or in connection to a recall issued by the manufacturer, and whereby the manufacturer is responsible for the necessary replacement.
16. Non-compliance with the Company's guide or instructions.
17. Improper storage, handling, and/or maintenance of the Products.
18. Improper wash techniques or tools.

VESSEL INSURANCE COVERAGE:

The Warranty Holder is encouraged to contact its vessel insurer to ensure that any Deck Armor products and services are included in the insurance coverage. If the vessel sustains damage and reapplication is required, the Warranty Holder may contact Deck Armor or the local agent to arrange repairs or installation.

WARRANTY CLAIMS:

Subject to the terms and conditions herein, in the event of loss or damage to the Products, the Warranty Holder shall submit a claim in accordance with the present section.

1. The Warranty claim due to failure of Product performance, damage or loss must be submitted to Deck Armor within thirty (30) days of its occurrence.
2. Any report of performance issues, damage or loss by the Warranty Holder shall be detailed, complete and accurate. The Warranty claim shall contain all information pertaining to the damage, including photographs, supporting documentation, where applicable, and data requested by the Company.
3. The Warranty claim must include:

(i) Proof of the Warranty card;

(ii) a copy of the original receipt for the Products;

(iii) a detailed description of the performance issues, damage or loss; and

(iv) the Warranty Holder's contact details and installation address.

All claims must be submitted in writing to the Company through its website, www.deckarmor.com, or to the Company's local agent.

REVIEW OF WARRANTY CLAIMS:

The Company shall review the Warranty claim and its supporting documentation within a reasonable delay of its receipt of such. The Company shall then advise the Warranty Holder in writing if the claim is covered by the present Warranty. Any Warranty claim covered by the terms of this Warranty and accepted by the Company shall be referred to as an "**Approved Claim**".

WARRANTY LIMITS:

In the event of an Approved Claim, the Company or its agents shall arrange for repairs to be carried out by a Certified Installer.

For reference, the Company's Certified Installers are selected using strict guidelines and requirements. Only Certified Installers are permitted to install and service any Products. To locate the nearest authorized Certified Installer, please visit www.deckarmor.com. Dealers, authorized agents and installers are not authorized to modify or extend this Limited Warranty in any manner.

The Company will, at its option, repair or replace the Products without charge if the Products fail or do not perform as warranted solely due to a manufacturing defect within the Warranty Period, subject to the exclusions set forth in this Limited Warranty.

The Warranty Holder may not have the damage repaired or replaced by an unauthorized representative, or by a repair facility, without having obtained the Company's prior written consent. The Company shall not be responsible for covering any repairs or replacement made by a repair facility or other third party if the Warranty Holder has not obtained the required prior written consent from the Company. The Warranty Holder agrees to release the Company from any and all liability in the event of repairs and/or replacements to the Products that are not subject to an Approved Claim.

If the Company elects to replace the Product, the Company will have a Certified Installer of its choice remove and reapply the Product to areas determined by the Company in its sole discretion to be covered by this Limited Warranty. **The Company is not responsible for any travel, transportation, additional costs or ancillary costs incurred. The Warranty Holder agrees to bear all such costs.**

DISCLAIMER OF WARRANTIES:

The replacement or repair of the defective Products is the exclusive remedy for all Products covered under this Limited Warranty and an Approved Claim. Any repair or replacement does not extend or renew the Warranty Period.

The Limited Warranty provided in these Warranty Terms is exclusive. All other warranties, including implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed, except to the extent required by applicable law.

DISPUTE RESOLUTION:

Any dispute arising from or relating to this Limited Warranty, the Products, or the installation shall first be raised directly with Deck Armor Inc. in writing, and both parties agree to negotiate in good faith to resolve the matter. Neither party shall pursue arbitration or legal action without first giving the other party thirty (30) days from written notice of the dispute to resolve it. Either party may request non-binding mediation during this period, administered by the American Arbitration Association (AAA), at a mutually agreed location.

If the dispute is not resolved within thirty (30) days, it shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. Hearings shall take place in Hillsborough County, Florida, or in the county of the Warranty Holder's residence, at the Warranty Holder's election.

Arbitration fees shall be allocated in accordance with the AAA Consumer Arbitration Rules. The arbitrator's decision is final and binding on both parties, and judgment on the award may be entered in any court having jurisdiction. Nothing in this section prevents either party from bringing an individual claim in small claims court.

MISCELLANEOUS PROVISIONS:

SEVERABILITY. If a provision of the Warranty Terms is held to be invalid or unenforceable, such provision shall be severed, and shall not affect the validity of the remaining provisions.

WAIVER. Any failure by the Company to insist upon the Warranty Holder's performance of any obligation provided under the Warranty Terms shall not operate as a waiver of the Company's rights.

AMENDMENT. To be valid, any amendment to the Warranty Terms shall be made in writing by the Company.

ASSIGNMENT. The Warranty Holder may not assign its rights and obligations hereunder, in full or in part, without having obtained the Company's prior written consent. Deck Armor may assign its rights and obligations under these Warranty Terms.

ENTIRETY. The Warranty Terms constitute the entirety of the warranty applicable to the Warranty Holder for the Products as offered by the Company. There shall be no additional terms applicable to the warranty unless indicated by the Company.

The Warranty Holder hereby confirms having read and understood the Terms, and agrees to be bound by the Terms in their entirety. The Warranty Holder further acknowledges that all claims submitted in connection to the Limited Warranty shall be handled and governed exclusively by the Warranty Terms. The Warranty Terms shall constitute the entire agreement between the Company and the purchaser of the Products, subject to these Warranty Terms.

CONTACT INFORMATION:

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