

MARINE ACCESSORIES CORP.

LIMITED WARRANTY

- 1.) GREAT LAKES BOAT TOP CO. INC. AND WESTLAND INDUSTRIES HEREINAFTER JOINTLY REFERRED TO AS (MARINE ACCESSORIES CORPORATION CANVAS GROUP. "MAC"), WARRANTS ITS PRODUCTS TO THE ORIGINAL PURCHASER, TO BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR (1) ONE YEAR FROM DATE OF RETAIL PURCHASE, BUT NOT TO EXCEED 2 YEARS FROM DATE OF MANUFACTURE. MAC WILL PROVIDE A MAXIMUM OF \$45.00 PER HOUR WARRANTY RATE. THIS COVERAGE IS ON A REPAIR OR REPLACE BASIS AS DETERMINED BY MAC UPON RECEIPT AND INSPECTION OF GOODS IF REQUESTED, FREIGHT PREPAID, TO THE LOCATION SPECIFIED.
- 2.) THIS WARRANTY DOES NOT APPLY TO; 1)¹ MISUSE, 2) NEGLIGENCE, 3) ACCIDENT, 4) IMPROPER INSTALLATION, 5) HARSH CHEMICALS, 6) WATER/ICE ACCUMULATION OR "POCKETING" (ADJUSTABLE SUPPORT POLES ARE PROVIDED TO PREVENT THIS), 7) ALTERATIONS TO THE ORIGINAL DESIGN, 8) IMPROPER PACKAGING IN RETURN SHIPMENTS TO A MAC LOCATION, 9) ALLOWING ANY SHARP OBJECT TO COME IN CONTACT WITH THE CANVAS, 10) SNAP FASTENERS SEPARATING, 11) FADING, DISCOLORATION OR CRACKING OR SCRATCHES ON "ISINGLASS WINDOWS", 12)² SEEPAGE OR LEAKAGE OF SEWN SEAMS, 13) EFFECTS OF ACID RAIN OR POLLUTION, 14)³ ANY TOP AND/OR ATTACHING CURTAINS USED BY DEALERS FOR PRE-SALE STORAGE OR DISPLAY. 15) CANVAS FIT AND TRIM ISSUES ON ITEMS INSTALLED BY MANUFACTURER. 16) ALLOWING THE PRODUCT TO COME INTO CONTACT WITH TREE SAP, CHEMICALS, GASOLINE OR ANY OTHER LIQUIDS OTHER THAN THOSE SPECIFIED IN CLEANING INSTRUCTIONS. 17) DAMAGE AS A RESULT OF ANIMALS, (BIRDS, RODENTS, PETS, ETC.).
- 3.) MAC LIMITS ITS WARRANTY ON MATERIALS TO THE SAME WARRANTY PROVIDED BY ITS SUPPLIERS AND THEREFORE, DOES NOT EXPRESS OR IMPLY ANY EXTENDED PERFORMANCE OF THEIR PRODUCT. THE LIABILITY OF MAC SHALL NOT EXCEED THE OEM COST OF THE GOODS UPON WHICH THE LIABILITY IS BASED.
- 4.) PROPER CARE, MAINTENANCE, HANDLING AND STORAGE OF THE CANVAS PRODUCTS ARE REQUIRED TO MAINTAIN THIS WARRANTY.
- 5.) ALL CONSUMERS WARRANTY CLAIMS MUST BE PROCESSED THROUGH AN AUTHORIZED DEALER. PROPER DOCUMENTATION IS REQUIRED. CLAIMS MUST BE FILED WITH MAC WITHIN 60 DAYS OF COMPLETION OF WORK.
- 6.) MAC REQUESTS THAT ANY COMPONENT REQUIRING WARRANTY REPAIR, (SEAMS, ZIPPERS, ETC.), SHOULD BE RETURNED TO THE DESIGNATED MAC FACILITY FOR REPAIR. AN RGA# MUST BE OBTAINED PRIOR TO SHIPMENT. ALL SHIPMENTS TO A MAC FACILITY MUST BE FREIGHT PREPAID AND CARTON CLEARLY MARKED WITH AN RGA#. WARRANTY REPAIRS WILL BE COMPLETED AND COMPONENT PACKAGED FOR RETURN SHIPMENT DIRECTLY TO THE DEALER, UNLESS OTHERWISE SPECIFIED, WITHIN FIVE BUSINESS DAYS OF RECEIPT OF SAID COMPONENT. RETURN FREIGHT ON WARRANTED QUOTATION FOR REPAIR WILL BE PROVIDED WITHIN THE FIVE BUSINESS DAY PERIOD. THE RGA# WILL BE VALID FOR THIRTY DAYS.

- 7.) SUB-CONTRACTED REPAIRS WILL BE CREDITED AT THE MAXIMUM \$45.00 PER HOUR RATE BASED ON THE MAC FLAT RATE ALLOWANCE SCHEDULE. ANY CLAIM FOR REPAIRS NOT COVERED ON THE MAC "FLAT RATE SCHEDULE" WILL BE EVALUATED BY MAC AND A TIME WILL BE ASSIGNED BASED ON THE INFORMATION SUBMITTED. ALL THE REPAIRS UNDER THE TERMS OF THIS WARRANTY ARE SUBJECT TO THE EVALUATION AND DETERMINED OF MAC WHOSE DECISION WILL REMAIN FINAL.
- 8.) REMOVE/REINSTALL (R&R) LABOR WILL BE REIMBURSED, ON VALID WARRANTY CLAIMS, BASED ON THE USE OF THE MAC "FLAT RATE ALLOWANCE SCHEDULE" AND THE MAXIMUM \$45.00 PER HOUR WARRANTY RATE.

Note:

- a) FOR THE PURPOSE OF THIS WARRANTY, "MISUSE" WILL BE DEFINED BOTH AS IMPROPER APPLICATION, (i.e. USING TOPS AND CURTAINS FOR STORAGE), OR USE, (i.e. USING TOPS AND CURTAINS FOR TRAILERING).
- b) IT IS CHARACTERISTIC OF SEAMS TO SEEP OR LEAK WHEN THE CANVAS IS NEW. THIS IS DUE TO THE HOLES CREATED BY THE DISPLACEMENT OF THE FIBERS AS THE SEWING NEEDLE PASSED THROUGH THE FABRIC. MOST OF THIS SEEPAGE WILL DIMINISH AS THE CANVAS MOVES AND LOOSENS WITH USE.
- c) TOPS AND ATTACHING CURTAINS ARE NOT INTENDED NOR DESIGNED FOR PRE-SALE STORAGE. WE SUGGEST USING A TRAVEL/STORAGE COVER OR COCKPIT COVER THAT IS PROPERLY SECURED AND SUPPORTED.