

Platforms with Air Toggles

Warranty and what's covered.

NautiBuoy Marine Ltd ("NautiBuoy") provides a limited warranty on their platforms covering defects in manufacturing and materials. NautiBuoy warrant to the original private purchaser of a platform or the original private purchaser of a Nautibuoy Authorised Reseller:

- a) All seams of the platform, inflation and pressure release valves and the fabric used in the construction of the platform for air tight integrity shall be free of defects in materials and workmanship on the date of purchase and for a period of 36 months after the date of purchase.
 - b) The fabric of the platform used for airtight integrity and the ballast bags shall be free of deterioration including cracking and porosity (but not fading, discolouration or chaffing) on the date of purchase and for a period of 36 months after the date of purchase.
 - c) All handles, vertical, horizontal, D-Rings and anchor point, ballast dump system fitted to the platform shall be free from defects in material and workmanship (but not fading, discolouration or chaffing) on the date of purchase and for 24 months after the date of purchase.
 - d) The teak effect foam and Velcro strips on the top of the platform shall be free from defects in materials and workmanship (but not fading or discolouration) on the purchase date and for 24 months after the date of purchase.
 - e) The Multipurpose platform mountings (MPM's) fitted to the platform shall be free from defects in materials and workmanship on the date of purchase and for a period of 24 months after the date of purchase.
 - f) All seams of the Air Toggle, inflation and pressure release valves and the fabric used in construction of the Air Toggle for air tight integrity shall be free of defects in materials and workmanship (but not fading, discolouration or chaffing) on the date of purchase and for a period of 12 months after the date of purchase.
1. This warranty shall be available only to the original purchaser of the product or the original private purchaser of the product from a Nautibuoy Authorised Reseller.
 2. The warranty is valid only with dated proof of purchase. You must also tell us which retailer or reseller you purchased the product(s) from.
 3. The warranty is only valid when the product is used for normal recreational activities and used in accordance with NautiBuoy's oral or written instructions as to the storage, use and maintenance of the product. It does not cover use in schools, rental operations or commercial activities or damaged caused due to any of the reasons set out in the "What is not covered" section below.
 4. NautiBuoy shall, at its option, repair or replace the defective product and this shall be the customer's sole and exclusive remedy for any breach of this warranty by NautiBuoy.
 5. The warranty shall apply to any repaired or replacement products supplied by NautiBuoy for the remainder of the warranty period of the original product.
 6. Except as provided in this warranty, NautiBuoy shall have no liability to the customer in respect of the products' failure to comply with the warranty set out at the outset of this page.

What is not covered

This warranty does not cover damage caused by: -

- a) normal wear and tear.
- b) abuse, neglect, misuse, accident, improper operation, collision, alteration.
This includes but is not limited to damage caused by excessive sun exposure, excessive salt water exposure, damage caused by incorrect storage, handling or maintenance, damage caused by chemicals or damage caused by objects striking the platform or damage caused by anything other than defects in materials and workmanship.
- c) Foam damage due to platforms washing under raised transoms, above the waterline where transom bumpers or L-Bows should and could have been used.
- d) This warranty does not cover damage caused if the NautiBuoy platform or Air Toggle is left out in temperatures of 45 degrees or over
- e) Any damage caused by towing a NautiBuoy platform and Air Toggles or any damage caused by recovering or lifting a NautiBuoy platform and air toggles.
- f) NautiBuoy Platforms and Air Toggles purchased for commercial use.
- g) Sometimes equipment installed on or sold with Nautibuoy Platforms (such as Bravo pumps) carry their own individual warranties provided by their respective manufacturers. In such cases any warranty claims regarding those parts should be directed to those manufacturers and not Nautibuoy Marine Ltd.

NautiBuoy shall not be liable for any products' failure to comply with any of the warranties set out at the outset of this page if the customer makes any further use of the products after giving notice to NautiBuoy in accordance the "How to obtain your warranty repair" section below.

The warranty is voided if:-

- a) The warranty will be rendered null and void in the case of neglect on the instructions concerning use and if the failure is caused by lack of care by the owner or user, nor does it cover use of the product other than specified by NautiBuoy.
- b) The warranty is voided if any modifications, repairs or changes have been made to any part of the product. No authorisation is given by NautiBuoy to do this.
- c) The warranty is voided if the platforms are used off the stern of vessels with transoms resting higher than the waterline, without the addition of Transom Bumpers or L-Bows

How to obtain your warranty repair

If you discover that the product(s) do not comply with any of the warranties set out at the outset of this page, then you must give notice in writing to NautiBuoy (our contact details can be found on the "Contact" page of our website) within a reasonable time of discovery. We may ask you to provide certain information regarding the non-conformance (including photographs) and you agree to co-operate with us in all matters relating to your warranty claim. Similarly, we may decide that we need to

examine the products in order to evaluate your warranty claim. You agree to cooperate with us in full and provide us with all information which we may reasonably request in order to arrange collection or freight of products for the purchase of examination. If we need to examine the product(s) we will cover the costs of freight and we will notify you where products must be shipped to.

If it has been decided by NautiBuoy (exercising its sole discretion) that the product is defective NautiBuoy shall, at its option, repair or replace the defective product(s). NautiBuoy will not be held responsible for any costs, damages or losses incurred as a result of the loss of use of this product.

Unless we arrange freight of or collection of the product(s) for the purpose of examination, product(s) can be returned only when NautiBuoy have issued the purchaser a Returns Authorisation Code (RAC). This (RAC) will need to be clearly printed on all correspondence and contained within the returning delivery package.

Packages without (RAC) numbers will not be accepted into the warehouse.

NautiBuoy will perform all its responsibilities under this warranty within (90) days of receipt of the customers notice of the alleged non-compliance.

In many cases a local authorised repair shop may be utilised for repairs. NautiBuoy does not assume any liability for any work performed on a NautiBuoy platform or Air Toggle at an unauthorised service centre and/or without NautiBuoy prior approval.

e) If NautiBuoy or the authorized repair shop deem the product not covered under warranty after receipt of the product, a quote will be given to the customer for the repair which will include all shipping costs. If the customer decides not to accept the quote, the product will be returned in the condition in which it was received once all shipping costs have been paid.

The repair or replacement of parts, or the performance of service under this warranty does not extend the life of this warranty beyond its original expiration date.

General

1. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
2. THIS WARRANTY EXCLUDES, AND NAUTIBUOY SHALL NOT BE LIABLE FOR, ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR ANY PURCHASE OR USE OF ITS PRODUCTS. Some U.S states do not allow for the exclusion or limitation of implied warranties or incidental or consequential damages. Thus, depending upon where you reside, the limitations in this warranty may not apply. NautiBuoy Marine Ltd does not, and nothing in this warranty shall be interpreted to, warrant that the use of its products will protect against serious injury or death.
3. There are no other warranties which extend beyond the warranty specified here.
4. A copy of this warranty can be found online at www.nautibuoymarine.com