

SWAKE + SeaDek[®]

LIMITED WARRANTY POLICY

SEADEK WARRANTY REGISTRATION

View the SeaDek warranty policy and register your kit.



SCAN HERE!

link.seadek.com/warranty-registration

Covered Defects:

- Pits
- Delamination
- Damages during packaging
- Production Errors
- CAD Errors
- Logistics Errors
- Excessive Fading
- Material Degradation
- Color Variances
- Color Bleeding

NOT Covered:

- Workmanship / Adhesion (*Workmanship warranty may be offered from a Certified Fabricator or Installer.)
- Light Amplification
- Black as the top color
- Wear and Tear
- Scuffs and Scratches
- Stains
- Animal Damage
- Second Purchasers
- Cut or Altered Parts
- Third Party Purchasers

Thank you for your purchase of a Hyperform, Inc. product. This Limited Warranty (**the "Warranty"**) is made by **HYPERFORM, INC. ("Hyperform")**, a Florida corporation, in connection with the Buyer's purchase of a Hyperform product, as more fully defined in that certain purchase order of even date herewith (**"the Covered Product"**). This Warranty constitutes the entire agreement between Hyperform and the Buyer as to any warranty provided by Hyperform to the Buyer on the Covered Product.

Hyperform warrants to the Buyer defined as the first purchaser (the buyer who submitted the purchase order) of the Covered Product this may be an OEM (Original Equipment Manufacturer) like the boat manufacturer, a Certified Fabricator/Certified Installer, an authorized dealer or retailer, or an EndUser, (NOTE: this does not extend to any subsequent purchasers), that the Covered Products are free from defects in workmanship and materials at the time of manufacture and for a period of thirty-six (36) months from the date the Covered Products are shipped from Hyperform for delivery to the Buyer. This Limited Warranty



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provided hereunder is subject to strict preconditions provided that the Covered Products are used and maintained in accordance with all Hyperform specifications for: preparation, installation, storage, and cleaning as set forth in the following documents: 4-010 – SeaDek Application Instructions, 4-011 – Storing SeaDek, and 4-019 – How to Clean SeaDek.

What this Limited Warranty COVERS

Pits – Small holes in the material that are present from the supplier of the raw materials provided to Hyperform.

Delamination – The separation of the foam lamination. This is the separation between the layers of foam.

Damage from Production – Damage of the product that was caused during the process of producing the Product

Production Errors – Mistakes or issues that occur during the production of the product.

CAD Errors – Errors stemming from the initial drawing or nesting of the covered product.
NOTE: If the errors is found on the drawing and the drawing has been approved by the customer it **WILL NOT** be covered.

Logistics Errors – The shipment of the Product to the wrong address, the carrier losing the shipment in transit, or damage caused by the carrier's mishandling of the Product.

Excessive Fading – The premature and/or excessive lightening of the color of the Product. Due to the nature of the Product, the Product may fade over time. Excessive fading is outside of the scope of what would be considered normal fading.

Material Degradation – This is the deterioration of material when exposed to an environment resulting in the loss of the material.

Color Bleeding – When the Product gets wet, and the dye is extracted from the Product.

Color Variance – A variance of plus or minus 50% from the original or intended color.

Workmanship – The degree of skill with which the Product has been made.



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What this Limited Warranty DOESN'T COVER

Installation – The application or installation of the Product to the surface in which the Product is being adhered.

Adhesion – The act or state of adhering; state of being adhered or united. This is the adhesion of the Product to the surface it is being installed on.

Light Amplification – An environmentally induced phenomenon that takes place when focused sun reflects/refracts off a surface. This can occur in areas with vertical surfaces and/or highly reflective hardware, gelcoat, stainless steel, etc. This can expose the Product to temperatures above the maximum temperature of 165°F (73°C). This is also referred to as sunburning. The use of mitigation pads may reduce light amplification. Mitigation Pads are Pads created to place on vertical surfaces or highly reflective hardware, gelcoat, stainless steel or other areas to reduce the ability for those areas to reflect/or refract off of those surfaces.

Improper Storage – Storing the Product in a manner which is not recommended by Hyperform in form 4-011 – **Storing SeaDek**

Fading and/or Discoloration – The Product color becomes dingier, duller, or faded. This can be an alteration of the hue or appearance of the Product. Some fading and/or discoloration is considered to be normal.

Black as a Top Color – Any Product that is purchased utilizing the color Black as the chosen top color or the only color. Due to its inherent darker appearance, this color may absorb heat and light, and will also reflect no heat and light, therefore increasing the risk of the Product potentially burning.

CAD Errors – If the errors i.e. misaligned teak, etc. was on the drawing and the drawing was approved by the customer.

Wear and Tear – The loss, injury, or stress to which the Product is subjected to in the course of normal use.

Scuffs and/or Scratches or Damages – Scrapes, drags, chips, or roughened areas.

Stains – A mark created by an outside source that is not easily removed.

Animal Damage – Harm that reduces the value of usefulness of the product caused by animals. This could be scratches, stains, or tears.

Second Purchasers – Not the original order purchaser. In some cases this may be when the Product was installed by the OEM, or a dealer of the OEM. The second purchaser will not have a purchase order associated with their name with Hyperform.

Cut or altered parts – Any part that has been cut or changed in any way by the Buyer. This pertains to any alterations made to the part.





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What Hyperform WILL DO

Covered Products determined by Hyperform to be covered under the Warranty and are within thirty-six (36) months of the shipment to the Buyer, will be replaced, or a refund for the defective part will be provided. At Hyperform's sole option, we may choose to cover the shipping charges of the replacement pad for shipping within the U.S. The Buyer will be responsible for all shipping charges for international shipping.

Procedure: The Buyer shall submit a completed Warranty Replacement Request and provide supporting photographs depicting the defective condition and/or return the product. The instructions for this process can be found within the document 4-008 - SeaDek Warranty & Returns. If deemed defective by Hyperform an RMA (Returned Material Authorization) may be issued along with the credit or replacement pad for the defective Product in accordance with the terms stated herein.

Warranty Process

To submit a warranty claim, a warranty request form should be completed. This form can be found at www.seadek.com/downloads-warranty. Photos of the failure(s) being experienced are required for verification of warranty claims. If photos are not provided at the time of submission, this will result in an immediate denial and another warranty request form will need to be completed. The original purchaser MUST be the one to submit the warranty claim. If the submitted form is not completed by the first purchaser, this will result in an immediate denial and another warranty request form will need to be completed. ie. if the Product(s) were purchased from a company that sells the product, the claim must be submitted by the company that product was purchased from.

NOTE: If you are part of our OEM, Dealer, or Certified Networks you MUST submit the warranty claim on behalf of your end-user customers. Once submitted, the request will be reviewed by the Hyperform warranty team, and they will determine whether the warranty request is covered under this Limited Warranty.

If any changes need to be made to your warranty request, an email MUST be sent to warranty@seadek.com within 1 business day from the date of submission. This does not guarantee that the requested changes will be accommodated.



LIMITED WARRANTY POLICY

Limitations on Hyperform Liability and Miscellaneous Provisions

Hyperform's total liability under this Warranty shall not exceed the replacement value of the Covered Product

In no event will Hyperform be liable under any theory of liability or be obligated for consequential or indirect damages of any type or nature.

Consequential or Indirect Damage – damages from an indirect result of an event or incident. This can include property damage, personal injury, or loss of use.

This Warranty shall not be assigned or transferred by the Buyer without the prior written approval of Hyperform.

This Warranty shall be governed by and construed according to the laws of the state of Florida, U.S.A. The parties agree to personal jurisdiction in the state of Florida, and venue in Brevard County, Florida, or in the Federal Court for the Middle District of Florida, Orlando Division.

Warranty Disclaimers

This Warranty supersedes and replaces any previous warranty made or offered to the Buyer by Hyperform and SeaDek, including but not limited to any Warranty set forth in any other agreement between the parties hereto.

Hyperform specifically disclaims all warranties of any kind, express or implied, not specifically set forth in this Warranty; (1) There are no Warranties established or implied; (2) There are no Warranties which extend beyond the description on the face hereof; (3) No express Warranty is given; (4) No affirmation of fact or promise made by Hyperform, by word or action, shall constitute a Warranty.

Except for the provisions set forth in this Warranty, no agent, employee, subcontractor, or representative of Hyperform has any authority to bind Hyperform to any other affirmation, representation, or warranty concerning the product sold to the Buyer. Unless an affirmation, representation or warranty is specifically included in this Warranty, it shall not be enforceable by the Buyer.

Hyperform may, from time to time, in our sole discretion offer to repair or replace the Covered Product in certain specific situations. Such offers by Hyperform, Inc., if made, are not to be constructed as a waiver or any exclusion or other limitation to this Warranty stated herein, nor are they to be construed as a course of dealing that in any way modified the terms of this Warranty. These repairs or replacements will be considered a tool utilized for customer satisfaction.





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Acknowledgement of Buyer

By purchasing a Hyperform product, the Buyer accepts this Warranty and acknowledges the following:

The Buyer has read and understands and agrees to the terms and limitations of this Warranty.

The Buyer has been provided with sufficient opportunity to consult with an independent legal counsel regarding this Warranty and the limitations hereof, and that Buyer has not relied upon any statements or representations of Hyperform for Buyer's understanding or interpretation of any provisions hereof.

By signing this Agreement, I acknowledge that I have read, and understand all the information provided in this Warranty.

Printed Name

Signature

Date

