

Warranty Policy

WARRANTIES. Treasure Coast Customs, LLC is committed to excellence and provides upon agreeance of contracted work herein, professional services. Any work not listed is subject to additional charges and are <u>not</u> covered by guarantee.

This guarantee applies to labor only and is <u>not</u> covered in the event of excessive and or misuse or in event of natural disasters. This warranty does not cover or convey coverage for parts and/or materials procured through a third party, including but not limited to mechanical and /or electrical products or material used in completion or process of work order.

- All cosmetic work to be done is guaranteed for a period of **(90)** Ninety days from invoice completion date against defect.
- Structural repairs (<u>Stringers, hull and Transom</u>) are guaranteed for a period of (1) One year from invoice completion date against defect.

**Contractor does not cover indirect or consequential cost for damages including liabilities included but not limited to:

- 1. Loss of use of products;
- 2. Loss of time;
- 3. Inconvenience:
- 4. Travel time or expenses for mobile repairs;
- 5. Administrative expenses;
- 6. Towing;
- 7. Crane or haul out charges, and/or
- 8. Fuel expenses.
- A. <u>VOIDING OF WARRANTY</u>. Treasure Coast Customs, LLC, does not hold any liabilities for cost, fees or premium deductions accrued by any third party for diagnosis, repair/s, transport, storage of or any work related to this "work order" and/or service covered by Contractor/ Company warranties that are performed without direct association to/with Treasure Coast Customs, LLC unless confirmed and/or authorized by Contractor/ Company in writing.
- B. The warranty shall not apply to the failure of any part or component of the vessel that directly results from misuse, negligence, accident, or repairs not conducted in

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accordance with the Contractor/ Company -advised maintenance and/or with workmanship, or repairs not performed or conducted from or by Treasure Coast Customs, LLC or by adequately trained personnel in accordance with recognized standards of the industry.

- C. The warranty also shall be void if the Client/s fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended by the Contractor/Company and if that omission caused the part or component failure.
- D. The Client/s shall maintain documentation, auditable by the Contractor/ Company, verifying service activities in conformance with the Contractor/ Company maintenance recommendations.

**Disclaimer of warranty you acknowledge that the licensed materials and any and/or all parts thereof are provided "as is" or under manufacture warranty. Contractor makes no representations or warranties with respect to the licensed materials and or parts thereof whether express or implied, including but not limited to, implied warranties of merchantability. Specifically, without limiting the generality of the foregoing, Contractor/Company makes no representation or warranty that (i) the use and distribution of the licensed materials and or parts thereof will be uninterrupted or error free, and or (ii) any use and distribution of the licensed materials and or parts thereof, whether integrated into other equipment or not, are free from infringement of any third-party intellectual property rights. It shall be Clients sole responsibility to make such determination as necessary with respect to the acquisition of licenses under patents and other intellectual property rights of third parties. Consequently, Contractor/Company disclaims any liability in case any such use and distribution infringe any third party's intellectual property rights. Furthermore, Contractor/Company hereby disclaims any warranty and liability whatsoever for any development created by or for you.