



Statement of Warranty

Limited Warranty

EZ Beach Steps products are warranted to be free from defect of workmanship, subject to terms and conditions of this limited warranty. This warranty is only valid in the United States and Canada. This warranty does not cover corrosive or saltwater environments as this product is not built for corrosive or saltwater environments, unless otherwise agreed to in a writing signed by an authorized representative of EZ Beach Steps as regards product(s) specifically built for corrosive environments.

Notification

A purchaser must notify EZ Beach Steps in writing within 15 days of discovery of claimed defect covered by this warranty. The notice must include a detailed description of the claimed defect, a photograph(s) of the defect, proof-of-purchase, and proof of installation date. All such claim requests should be mailed to EZ Beach Steps, 8345 West Olive Rd., West Olive, MI 49460.

Upon receipt of a timely and proper warranty claim, a reasonable time shall be allowed for inspection by EZ Beach Steps. If, after inspection, EZ Beach Steps determines that a claim is in accordance with the terms of this warranty, EZ Beach Steps will, at its sole option, repair or replace the defect or will otherwise refund the original purchase price of products subject to such warranty claim. EZ Beach Steps shall not be liable for labor and/or removal costs in connection with any warranty claim. EZ Beach Steps shall not be responsible for any freight costs related to any such claim. A replacement product, if applicable hereunder, will be provided as close to the original as possible, although an exact match of color or design is not guaranteed.

Limitations

This warranty is void if any of the following occur with respect to a product:

1. Any improper or unapproved installation or alteration
2. Movement, settling, or collapse of ground or supporting structure on which such product is installed
3. Naturally occurring disaster or other condition, including, but not limited to, intentional damage, impact of objects, fires, floods, lightning, hurricanes, or other acts of God
4. Improper or unapproved handling, storage, neglect, or misuse of the product either by the purchaser or any third parties
5. Damage incurred as a result of transportation, installation, salt-water exposure, overloading, corrosion, normal wear and tear, negligence, and/or misuse (though, as regards saltwater exposure/corrosion, excluding product(s) EZ Beach Steps agrees in writing are built for corrosive environments as set forth herein)

Other Conditions

Product(s) is intended for outdoor use in non-corrosive and non-saltwater environments (except as otherwise set forth herein) and is not intended for all end users' applications. EZ Beach Steps shall have no responsibility for compliance with local building codes and/or zoning rules or regulations.

Craftsmanship

All welds of the products still in possession of the original purchaser are warranted for the lifetime of such original purchaser. EZ Beach Steps agrees to address any defects in such welds. This warranty does not include any costs associated with the evaluation of such defect, including site visit and/or

freight/shipping. Any replacement is subject to verification of the defect or malfunction and Notification as set forth herein.

Color Change

Treads are only warranted by the manufacturer of the same. Any color change due to normal weathering is excluded from any warranty, unless otherwise covered by the supplier to EZ Beach Steps.

No Other Warranty

Except as expressly set forth herein, EZ Beach Steps makes no other warranties or representations, express or implied, by operation of law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose, all of which are hereby disclaimed. EZ Beach Steps does not provide any warranty with respect to materials or goods provided to it by third parties and disclaims any such warranty.

Arbitration

This Limited Warranty shall be governed by and interpreted under the laws of the State of Michigan, without regard to its conflicts of laws principles. Any party making a claim will first endeavor to resolve through good faith negotiations any dispute arising under this Limited Warranty. However, if a dispute cannot be resolved within a reasonable time through good faith negotiations, all parties agree that any claim or dispute between them, whether related to this Limited Warranty or otherwise, and any claim or dispute related to this Limited Warranty or the relationship or duties contemplated under this Limited Warranty, including the validity of this arbitration clause, shall be resolved by binding arbitration in the English language administered by the JAMS International Arbitration Rules then in effect. The arbitration proceeding shall take place in Ottawa County, Michigan. Notwithstanding any other choice of law to the contrary, arbitration required by this Limited Warranty shall be governed by the Federal Arbitration Act, (9 U.S.C. Sections 1-16). Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction.