

Terms and Conditions for CNC Cuts, Inc./SwimPlatformSuperStore.com

PLACING AN ORDER:

A deposit must be given before production will begin on an order. This deposit is non-refundable. The amount of the deposit varies depending on the cost of the platform. For typical orders, a deposit of 50% of the order total is required. For very specialized orders, the invoice must be paid in full before production can begin. The balance is due upon completion of the project prior to shipping. This protects us, as materials and labor is very costly and we may never be able to resell that platform. Please respect this.

We also require photos of the back end of your boat as well as a photo of the Hull ID# from the transom of your boat. It is imperative that we know exactly what your boat is. CNC Cuts, Inc./SwimPlatformSuperStore.com will not be held accountable for mis-manufacturing a platform if incorrect boat information is provided.

COLOR MATCHNG:

CNC Cuts, Inc./SwimPlatformSuperStore.com will match the platform gelcoat color as close to the variation of white on the customer's boat as possible. Slight differences in shade can occur. If the boat has been stored outdoors and/or has been in the sun a lot, typically some degree of sun fading will occur, depending on the age of the boat. This can give the appearance of mismatched color. We do not match to sun faded color, the platform will match the original white variation of the customer's boat.

In some cases, we will need to send color samples so the best possible match can be determined by the customer. CNC Cuts, Inc./SwimPlatformSuperStore.com will manufacture the swim platform according to the color selected by the customer and will not be held responsible for color matching done incorrectly, such as in artificial light or the incorrect area of the boat where there may be a slightly different color used.

Without having a customer's boat in our facility, perfect/exact match is not possible. In such cases color will be matched as close and as complimentary as possible.

In the event that we need to special order a gelcoat, the customer will need to pay for the gelcoat and shipping costs in advance at the same time the deposit is made. Some slight differences can occur and a perfect match is not guaranteed. Refunds will not be given on special order gelcoat. No exceptions.

ORDER CANCELLATION:

If a customer chooses to cancel his/her order after the manufacturing process has started, the deposit will not be refunded. If the platform has been paid for in full, a refund check will be issued and mailed out, minus the deposit. Some restrictions apply. Very specialized customized orders will not be refunded. No exceptions.

SHIPPING:

CNC Cuts, Inc./SwimPlatformSuperStore.com will ship your platform via "economy" or "ground" service. We will not cover the costs of shipping. We will not pay for upgraded delivery service. In order to get the commercial business shipping rate, the customer must be honest about the delivery location. If CNC Cuts Inc./SwimPlatformSuperStore.com is charged for any upgraded shipping services (liftgate,

notification prior to delivery, residential delivery, inside delivery, second attempt at delivery, etc.) the customer will receive an invoice for the additional fees incurred. These services must be paid for by the customer. No exceptions. These services can be requested and arranged, with the cost added to your invoice.

In the event of extreme damage to a crate upon delivery (i.e. side of crate is missing, forklift damage resulting in damage to the contents, the crate has been crushed, etc.) the shipment needs to be refused and the reason for refusal documented on the bill of lading. The customer needs to notify CNC Cuts, Inc./SwimPlatformSuperStore.com upon refusal of the delivery. If the customer accepts the delivery, it is the customer's responsibility to file a claim with the shipping company and get a refund, as it is out of CNC Cuts, Inc./SwimPlatformSuperStore.com's hands at that point.

In the event of minor damage to the crate (contents of the crate may be damaged or affected, but it is uncertain), the damage must be noted on the paperwork upon delivery, photos need to be taken of the damage, and the driver notified of the damage. This protects everyone in the event of unseen damage. Failure to follow these rules will result in the customer keeping the damaged product and having it repaired/replaced at their expense.

In the event that minor damage has occurred to the platform during shipping, CNC Cuts, Inc./SwimPlatformSuperStore.com reserves the right to replace only the damaged components. Full replacement of the platform will only occur if serious damage has been incurred to the platform and correct protocol is followed.

Other repair options may also be explored in the event of very minor damages (i.e. small scratches) CNC Cuts, Inc./SwimPlatformSuperStore.com reserves the right to choose what makes most financial sense for the situation at hand and for all involved. CNC Cuts, Inc./SwimPlatformSuperStore.com may request detailed photos of any possible damage, or incorrect fit/product. CNC Cuts, Inc./SwimPlatformSuperStore.com may refuse to approve a return/refund if the customer fails or refuses to produce adequate photos of the situation at hand.

Upon opening the crate after receipt of the platform, the crate must be opened by removing the screws around the outside perimeter of the crate without damaging the crate. In the event of the incorrect product being sent, or a return must occur for any reason, the crate will be necessary for the return. CNC cuts, Inc./SwimPlatformsuperStore.com will not pay for the cost of a new crate. Once the customer has installed the platform on the boat, the crate may be recycled or disposed of as the customer wishes.

ALTERNATE SHIPPING:

If the customer wishes to arrange their own shipping, this is acceptable and CNC Cuts Inc./SwimPlatformSuperStore.com will be happy to work with the customer on the shipping arrangements by supplying the dims/weight of the crate. Please discuss with your sales rep when you place your order.

Picking up a platform from Will Call is always an option and will not require the purchase of a crate. The customer must bring their own tie-down straps and padding, such as old blankets or moving blankets, to ensure the platform is not damaged in transit. The customer must have an adequate vehicle or trailer to haul the platform. CNC cuts, Inc. is not responsible for damage in transit after the platform has left our property.

Please have your vehicle/trailer ready to go. CNC Cuts, Inc. will not clean your vehicle or empty it for you.

LEAD TIMES:

Manufacturing lead times are general estimations and can vary depending on the time of year. February through June can provide much longer lead times than late summer, fall, and winter months. Please discuss this with your sales rep when placing your order. CNC Cuts, Inc./SwimPlatformSuperStore.com does everything possible to process and ship orders quickly but we do not guarantee ship dates and will not allow cancellations or returns due to a customer's schedule. No exceptions.

CNC Cuts, Inc./SwimPlatformSuperStore.com will not be held responsible for fees incurred regarding haul-out/launching that was not planned appropriately. This is not our problem! Plan your time wisely!

REQUEST TO RETURN PRODUCT:

CNC Cuts, Inc./SwimPlatformSuperStore.com accepts returns due to a manufacturing error that is our fault, or if there is a manufacturing defect/failure. This will be reviewed, and a resolution may or may not involve a full refund. Again, when removing the new platform from its crate, be sure it is correct for your boat before damaging or destroying the crate in the event a return must occur. The cost of building and/or shipping a new crate will not be covered by CNC Cuts, Inc./SwimPlatformSuperStore.com and this expense will be deducted from any refunds due to the customer.

CNC Cuts, Inc./SwimPlatformSuperStore.com will NOT accept returns or issue refunds for any of the following reasons:

- Damage to platform due to negligence by the customer
- Impact on a marina dock, auto accident, acts of nature, theft, vandalism, or other circumstances unrelated to CNC Cuts, Inc./SwimPlatformSuperStore.com in any way
- Failure to follow installation instructions correctly resulting in incorrect installation
- Misuse
- The customer alters the product in any way.
- The customer simply changes his/her mind, sells the boat, etc.
- Incorrect boat information provided by the customer. The customer is to ensure that the correct information is provided at the time the order is placed regarding the year, make, model number as well as any other requested information such as hull ID#, photos, etc. The customer is expected to review their order and ensure all information is correct prior to paying the deposit.
- Late delivery due to the shipping carrier.
- "Better deal" from one of our competitors after the order was placed, or the customer's confusion as to what company product was purchased from.
- Refusal to read instructions and/or refusal to make minor adjustments to the fit of the platform to the boat. Due to the nature of how boats are manufactured, and due to the nature of after market swim platforms, sometimes some minor trimming is necessary. CNC Cuts, Inc./SwimPlatformSuperStore.com will provide instructions as well as tech support to assist in this type of situation.

CNC Cuts, Inc./SwimPlatformSuperStore.com will always take every situation into consideration if a refund/return is requested, but we are in no way obligated to oblige the customer. Our product is a

custom-manufactured item made specifically for the individual placing the order. We are not Wal*Mart. We cannot simply restock these platforms and resell them. Be sure you are ordering what you want and that all the details are correct before placing your deposit. In the event that we approve a return/refund, a restocking fee and/or delay in refund may apply.

Disclaimer:

All platforms manufactured by CNC Cuts, Inc./SwimPlatformSuperStore.com have a non-skid surface for safety. Once installed it is the customer's responsibility to enforce safe practices when using the swim platform.

Do not jump up and down, rough house, run, or do anything irresponsible that could result in injury or death while using the platform.

Extra safety precautions are advised if alcohol is being consumed.

Do not sit or stand on the platform if the boat is in motion. Boat motor must be shut off when platform is in use.

CNC Cuts, Inc./SwimPlatformSuperStore.com is not to be held responsible for injuries due to any reason beyond our control or due to installation instructions not being followed properly.

The customer assumes all responsibility once the platform is in their possession.

CNC Cuts, Inc./SwimPlatformSuperStore.com is not responsible for injury or death due to modifications made to the platform or accessories that were not installed or sold by CNC Cuts, Inc./SwimPlatformSuperStore.com.

It is not advised to install any accessories on the top surface of the platform that would be a tripping hazard.

Customer assumes all responsibility for safe practices if a bar-b-q grill is used on the platform.

CNC Cuts, Inc./SwimPlatformSuperStore.com will not be held accountable to damage to the platform and/or boat due to using the platform to hold or tow other watercraft such as, but not limited to, jet skis or other boats, or for any other acts of incorrect usage that the platform was not designed for.

Any other acts of stupidity that you are trying to unfairly blame us for because you cannot assume responsibility for your own actions.

Finally, CNC Cuts, Inc./SwimPlatformSuperStore.com is not responsible for injury or death resulting from landing on a propeller/boat motor if the customer chooses to have the platform cut to a length as such that it does not provide proper safety, or if the customer has the motor running while people are using the platform.

Please use common sense and be safe when using our product!