

"ULTIMATE" Leg Dock Warranty

We at Muskoka Leisure would like to thank you for your interest in our products. We are confident that you will find the service, quality, workmanship, and design of all Muskoka Leisure products to be the industry's finest. For over 20 years, boat and watercraft owners have trusted the safety and longevity of their investments to Muskoka Leisure products

WARNING! Injury may result! Do not use or install products until instructions are read and understood. The purchaser assumes all risk and liability for loss, damage or injury to persons, animals or property arising out of use or misuse of, or inability to use, the Muskoka Leisure product.

LIMITED WARRANTY POLICY

- New Muskoka Leisure-built "Ultimate leg docks carry a 20-year conditional warranty on all aluminum extrusion and aluminum parts.

Muskoka Leisure. Warrants "Ultimate leg docks purchased new by original owner to be free from defects in the material, workmanship, under normal use for a period of 20 years from the date of purchase. Options which carry their own manufacturer's warranty, wherein that warranty will apply. Warranty is void when misuse or neglect is the cause. THIS WARRANTY IS VALID ONLY IN CANADA FOR PRODUCTS USED FOR FRESH WATER. MUSKOKA LEISURE PRODUCTS ARE NOT INTENDED FOR SALT WATER, OR BE LEFT IN ICE.

This warranty does not cover non-metallic components or accessories such as bumper strip, leg caps, wood decking, and installation.

No other express warranty or guaranty, except as mentioned above, given by any person or entity with respect to Muskoka Leisure products shall bind Muskoka Leisure (Ontario Limited 883381). This warranty supersedes all other warranties expressed or implied. NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLY TO MUSKOKA LEISURE PRODUCTS AND ARE HEREBY DISCLAIMED.

In the event of a possible warranty claim, the defective products must be returned to MUSKOKA LEISURE with proof of date of purchase. Warranty does not apply to damages caused by improper installation, misuse, acts of god or nature (wind, ice, snow, ect.) or overloading, damage from watercrafts. If product is proven to be defective upon inspection, they will be exchanged for new or comparable rebuilt products, as determined by Muskoka Leisure. and shipped back to the original purchaser. All shipping costs are the responsibility of the customer. Warranty replacement shall not extend the original warranty period of the defective Muskoka Leisure products. Muskoka Leisure must be notified in writing within one month of the expiration of the applicable period of the express limited warranty stated above for an item to be evaluated for warranty.

The customer's remedies with respect to defective Muskoka Leisure products shall be exclusively limited to the repair or replacement remedy as above provided and in no event shall Muskoka Leisure be liable for loss of profits, revenues, savings, inconvenience, associated costs, expense for equipment or service, use of capital, facilities, services, storage charges, damage to property, or any other special, incidental or consequential damages caused by the use or misuse of, or inability to use, the Muskoka Leisure product, regardless of the legal theory on which the claim is based, and even if Muskoka Leisure has been advised of such damages. In no event shall recovery of any kind against Muskoka Leisure be greater in amount than the purchase price of the Muskoka Leisure product sold by Muskoka Leisure and causing the alleged damage. **Without limiting the foregoing, the purchaser assumes all risk and liability for loss, damage or injury to persons, animals or property arising out of use or misuse of, or inability to use, the Muskoka Leisure product.** Muskoka Leisure is not liable for third party claims. This limited warranty shall not extend to anyone other than the original purchaser of the Muskoka Leisure product, or the person for whom it was purchased as a gift, and states your exclusive remedy. In no event shall Muskoka Leisure Machine and Manufacturing, Inc. be liable for incidental or consequential damages to the full extent such may be disclaimed by law.

Unless otherwise noted this warranty agreement is the only warranty agreement between the parties. This agreement states the limits and association of risk between the two parties. Customer acknowledges understanding of this warranty and agreement and binding to the terms contained within.

OTHER MANUFACTURER'S WARRANTIES

Non Muskoka Leisure manufactured products are sold "as is", without warranty of any kind by Muskoka Leisure, including an implied warranty regarding MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all such warranties are disclaimed. The sole warranty, if any, with respect to such non Muskoka Leisure products is given by the manufacturer or producer thereof.