



## Limited Warranty Policy

### **Covered Defects:**

- Pits
- Delamination
- Damages during packaging
- Production Errors
- CAD Errors
- Logistics Errors
- Excessive Fading
- Material Degradation
- Color Variances
- Adhesion (\*When installed by a Certified Fabricator or Installer.)
- Color Bleeding

### **NOT Covered:**

- Workmanship (\*Workmanship warranty may be offered from a Certified Fabricator or Installer.)
- Light Refraction Burns
- 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 Dek X USA LLC product. This Limited Warranty (the "Warranty") is made by DEK X USA LLC ("Dek X"), an Arizona limited liability company, in connection with the Buyer's purchase of a Dek X product, as more fully defined in that certain purchase order of even date herewith ("the Covered Product"). This Warranty constitutes the entire agreement between Dek X and the Buyer as to any warranty provided by Dek X to the Buyer on the Covered Product.

Dek X 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 Dek X for delivery to the Buyer. This Limited Warranty provided hereunder is

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subject to strict preconditions provided that the Covered Products are used and maintained in accordance with all Dek X specifications.

## What this Limited Warranty COVERS

**Pits** - Small holes in the material that are present from the supplier of the raw materials provided to Dek X.

**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 error 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.

**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. This is only applicable when installed by a Dek X Certified Fabricator or Installer.

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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.

**Light Refraction Burns** - 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 refraction burns. 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 Dek X. (Please refer to the Dek X Storage, Cleaning & Care document.)

**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., were 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 or usefulness of the product caused by animals. This could be scratches, stains, or tears.

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**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 Dek X.

**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.

## What Dek X WILL DO

Covered Products determined by Dek X 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 Dek X'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 Warranty Replacement Request and provide supporting photographs depicting the defective condition and/or return the product. If deemed defective by Dek X, 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, contact [admin@dekhusa.com](mailto:admin@dekhusa.com). Photos of the failure(s) being experienced are required for verification of warranty claims. The original purchaser **MUST** be the one to submit the warranty claim. If the submitted claim is not completed by the first purchaser, this will result in an immediate denial, and another warranty request will need to be completed. i.e. if the Product(s) were purchased from a company that sells the product, the claim must be submitted by the company that the 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 Dek X 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 [admin@dekhusa.com](mailto:admin@dekhusa.com) within 1 business day from the date of submission. This does not guarantee that the requested changes will be accommodated.

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## Limitations on Dek X Liability and Miscellaneous Provisions

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

In no event will Dek X 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 resulting indirectly from 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 Dek X.

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

## Warranty Disclaimers

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

Dek X 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 that extend beyond the description on the face hereof; (3) No express Warranty is given; (4) No affirmation of fact or promise made by Dek X, by word or action, shall constitute a Warranty.

Except for the provisions set forth in this Warranty, no agent, employee, subcontractor, or representative of Dek X has any authority to bind Dek X 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.

Dek X may, from time to time, in our sole discretion, offer to repair or replace the Covered Product in certain specific situations. Such offers by Dek X, if made, are not to be construed as a waiver of 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 modifies 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 Dek X product, the Buyer accepts and acknowledges this Warranty.

Customer Name: \_\_\_\_\_

Purchase Date: \_\_\_\_\_