

# General Warranty Terms for VENDECK Foam

This warranty (hereinafter referred to as the "Warranty") is provided by AQUA VENDO Sp. z o.o., headquartered in Głowno, at Łódzka 15 Street (hereinafter referred to as "AQUA VENDO"), in connection with the purchase of the VENDECK product, more specifically described in a particular order, which includes a date and symbol (hereinafter referred to as the "warranted product").

## 1. Declarations

- 1.1. By purchasing the warranted product, the buyer accepts this warranty and declares the following:
- The buyer has read, understands, and agrees to the terms and limitations of this warranty.
  - The buyer had the opportunity to review the content of this warranty and its limitations and did not rely on any statements made by AQUA VENDO regarding the buyer's understanding or interpretation of any provisions of this warranty.

### 1.2 Coverage of this Limited Warranty

AQUA VENDO assures the Buyer (where "Buyer" refers solely to the original purchaser of the product covered by this warranty and excludes any subsequent owners) that the products under this warranty are free from defects in workmanship and materials at the time of production. This warranty is valid for a period of twenty-four (24) months from the date of purchase of the warranted products from AQUA VENDO. This warranty is strictly conditional on the proper use and maintenance of the products in accordance with all AQUA VENDO specifications for preparation, installation, and storage.

## 2. Warranty Exclusions

### 2.1 This warranty does not cover:

- Installation of the product covered by the warranty on any surface, nor adherence to boats or any other surfaces to which the products are applied (except for installations carried out by AQUA VENDO employees).
- Certain fading and discoloration of the warranted products that may occur over time or with exposure to marine environments; such fading and/or discoloration are not covered under this warranty. The warranty only covers fading or polymer degradation caused by the use of defective materials during production.
- Warping, discoloration, or other damages to the product covered by the warranty, including all other damage or loss due to exposure to temperatures exceeding 80°C ("maximum temperature"). Such high temperatures may occur in specific installation conditions, where sunlight is concentrated or reflected off reflective surfaces or refracted through transparent surfaces such as windshields or optical glass. Extra care should be taken to avoid installing the product in such locations. The Buyer bears full responsibility for ensuring that the maximum temperature is not exceeded during installation.
- Mechanical, thermal, or other damages resulting from the actions or omissions of the user, third parties, or external forces.

- e) Damages sustained during transportation and handling
- f) Improper use or maintenance of the product (including the use of incorrect cleaning agents) or negligence.
- g) Intentional damage to the product.

### 3. Liability Coverage

- 3.1. Products covered by the warranty, which AQUA VENDO determines to have defects in materials and/or workmanship, will be handled as follows: within 24 (twenty-four) months from the date of shipment to the Buyer, the products will either be replaced or their cost reimbursed. AQUA VENDO will cover the shipping costs for warranty-covered replacements within Poland, while any international shipping expenses will be the responsibility of the Buyer.
- 3.2. If AQUA VENDO installed the product under warranty, and the product or installation is found to be defective, AQUA VENDO will either repair the product or the affected part, or replace it with a defect-free item. The choice of remedy is solely at AQUA VENDO's discretion. Any repair or replacement will occur at the original installation site. If repair or replacement is not feasible, the cost of the faulty item will be refunded.
- 3.3. The Buyer must submit a completed warranty claim form along with accompanying photographs documenting the defects and/or return the defective product. If AQUA VENDO acknowledges the defect, a corrective invoice will be issued, or the defective product will be replaced according to the terms of this warranty.

### 4. Other Provisions

- 4.1. The total liability of AQUA VENDO under this warranty shall not exceed the value of the product covered by the warranty.
- 4.2. AQUA VENDO shall not be liable for any indirect, incidental, or consequential losses or damages arising from the use of the boat on which the product covered by the warranty is installed, or from the services provided (e.g., chartering), including economic or intangible damages, loss of profits, revenues, enjoyment of use, or loss of the ability to use the product.
- 4.3. The Buyer may not assign this warranty without the prior consent of AQUA VENDO. Except for the provisions of this warranty, no intermediary, employee, subcontractor, or representative of AQUA VENDO has the right to bind AQUA VENDO to any assurances, statements, or warranties regarding the product sold to the Buyer. If an assurance, statement, or warranty is not specifically included in this warranty, the Buyer shall have no claims in this regard.
- 4.4. The warranty conditions, along with instructions for gluing, storage, and maintenance, are available on the website [www.vendeck.com](http://www.vendeck.com).