



Limited Warranty

LIMITED WARRANTY – COVE OUT MARINE DECKING

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY COVE OUT MARINE DECKING AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED. BY PURCHASING, INSTALLING, OR USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LIMITED WARRANTY.

1. PRODUCT DESCRIPTION

Cove Out Marine Decking products ("Product") are manufactured from EVA foam materials and are precision cut for marine and recreational applications. Due to the nature of EVA foam, the Product is inherently subject to wear, compression, tearing, and environmental impact depending on conditions of use, installation, and maintenance, all of which are outside the control of Cove Out Marine Decking.

2. LIMITED WARRANTY COVERAGE

Cove Out Marine Decking warrants solely to the original purchaser ("you") that the Product will be free from defects in materials and workmanship at the time of manufacture, under normal and intended use and proper care, for the Warranty Period defined below.

This warranty applies only to defects existing at the time of manufacture and does not guarantee performance under any specific conditions or for any specific duration.

3. WARRANTY PERIOD

This Limited Warranty begins on the date of purchase and continues for a period of **twelve (12) months** ("Warranty Period").

The Warranty Period shall not be extended, renewed, or restarted for any reason, including repair or replacement.

4. ELIGIBILITY; NON-TRANSFERABILITY

This warranty is extended only to the original retail purchaser and is non-transferable. Any resale, transfer, or reassignment of the Product immediately voids this Limited Warranty.

5. EXCLUSIONS – WHAT IS NOT COVERED

This Limited Warranty does not apply to, and Cove Out Marine Decking shall have no responsibility or liability for, any damage, defect, or failure resulting from or related to:

(a) Installation and Adhesion

- Improper installation, surface preparation, or application when not performed by Cove Out Mari
- Adhesive failure for any reason, including environmental conditions, substrate issues, or installer error

(b) Use and Physical Damage

- Tearing, punctures, cuts, gouging, or compression
- Damage caused by foot traffic, equipment, pets, gear, or sharp/heavy objects
- Misuse, abuse, negligence, or accidents

(c) Environmental and Heat Exposure

- Exposure to temperatures exceeding 165°F
- Heat amplification caused by reflective surfaces, glass, or confined environments
- UV exposure, weathering, moisture, or environmental conditions

(d) Normal Wear and Tear

- Fading, discoloration, texture changes, compression, or surface wear
- Any aesthetic changes over time

(e) Maintenance and Cleaning

- Failure to follow care instructions
- Use of pressure washers at close range
- Use of chemicals, solvents, or abrasive tools

(f) Alterations and Unauthorized Work

- Any cutting, trimming, modification, or repair not performed or expressly authorized in writing

(g) External Causes

- Acts of God, fire, flooding, vandalism, or other external events beyond our control

6. CUSTOMER RESPONSIBILITIES

You are solely responsible for care, maintenance, and use of the Product. Any failure to adhere to recommended guidelines voids this Limited Warranty.

7. EXCLUSIVE REMEDY

If Cove Out Marine Decking determines, in its sole and absolute discretion, that the Product is defective and covered under this Limited Warranty, Cove Out Marine Decking will:

- Repair the Product, or
- Replace the Product with the same or comparable product

This remedy is the sole and exclusive remedy available to you.

You may be responsible for shipping, removal, reinstallation, labor, and related costs.

8. WARRANTY CLAIM PROCEDURE

To make a claim, you must:

1. Notify Cove Out Marine Decking within the Warranty Period
2. Provide proof of purchase
3. Submit photographs and documentation as requested
4. Return the Product for inspection at your expense if required

Failure to comply with these requirements shall void any claim.

All warranty determinations are made solely by Cove Out Marine Decking and are final.

9. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COVE OUT MARINE DECKING DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

NO PERSON OR ENTITY IS AUTHORIZED TO MODIFY, EXTEND, OR CREATE ANY WARRANTY ON BEHALF OF COVE OUT MARINE DECKING.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- COVE OUT MARINE DECKING SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES
- THIS INCLUDES, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS, LOSS OF TIME, OR DAMAGE TO OTHER PROPERTY
- TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT

11. GOVERNING LAW; VENUE

This Limited Warranty shall be governed by and construed in accordance with the laws of the state in which Cove Out Marine Decking operates, without regard to conflict of law principles.

Any legal action shall be brought exclusively in the state or federal courts located within that state, and you consent to such jurisdiction and venue.

12. SEVERABILITY

If any provision of this Limited Warranty is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT

This Limited Warranty constitutes the entire agreement between the parties regarding warranty coverage and supersedes all prior or contemporaneous communications.

By purchasing, installing, or using Cove Out Marine Decking products, you acknowledge that you have read, understand, and agree to be legally bound by the terms of this Limited Warranty.