

HYDRAFOAM LIMITED WARRANTY

Thank you for purchasing HydraFoam products. This Limited Warranty (the "Warranty") is made by HydraFoam, a Michigan corporation, in connection with the Buyer's purchase of HydraFoam, as more fully defined in that certain purchase order of even date herewith ("the Covered Product"). This Warranty constitutes the entire agreement between HydraFoam and the Buyer as to any warranty provided by HydraFoam to the Buyer on the Covered Product.

HydraFoam warrants to the Buyer 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 HydraFoam for delivery to the Buyer. The limited warranty provided hereunder is subject to the strict precondition provided that the Covered Products are used and maintained in accordance with all HydraFoam specifications for preparation, installation, and storage.

WHAT THIS LIMITED WARRANTY COVERS:

Delamination – The separation of the foam layers (typically different colors), of areas of more than 1 square inch.

CAD Errors – Errors originating from the initial drawing of the order.

- Note: *If errors are found on the drawing and the drawing was approved by the customer, the error **will not** be covered under warranty. We encourage thorough viewing of the drawing and/or questions for clarity prior to approval by each customer or dealer. Drawings must be approved in writing (e-mail, text, or hand written).*

Excessive Fading - (Exception for black as the top color, or vibrant colors such as Yellow, Red, Orange, Lime Green). The premature or excessive lightening of the color of the product. HydraFoam is the most durable marine decking material on the market today, however it is not completely immune to fading in marine environments, over time, especially year-round uncovered marine applications. It is recommended to cover your boat or deck when not in use. This will ensure ultra-long lasting color. Black as the top color, and/or vibrant colors such as Yellow, Red, Orange, Lime Green are not covered under this warranty. Extra precaution should be taken for these vibrant colors to reduce sun exposure.

Color Bleeding – When HydraFoam gets wet, and the dye is extracted from the product.

Workmanship/Adhesion - This warranty covers the adhesion onto non-porous surfaces such as fiberglass and aluminum, for up to 1 year, at 100% from the date of installation, when installed by a full service HydraFoam dealer/installer and/or HydraFoam directly. Adhesion issues, at HydraFoam's sole discretion, that occur between 1-3 years from the date of installation will be discounted 25%. Certified HydraFoam dealers shall always utilize adhesive primers in areas susceptible to excessive water (such as swim platforms), as well as areas with more extreme non-skid porosity levels. Installations must take place while temperatures exceed 60 degrees Fahrenheit.

Light Amplification – A phenomenon that takes place when focused sunlight reflects or refracts off of a nearby surface, causing HydraFoam exposure to temperatures in excess of 180°F, which is the maximum allowable for HydraFoam (Note: This is generally 15° higher than most competitors). This will cause a semi burnt and/or distorted section of the foam to occur. This can occur in areas with nearby vertical surfaces that are highly reflective in nature, including but not limited to, reflective hardware, gelcoat (particularly new gelcoat), stainless steel (refrigerators for example), glass, etc. With newer boats, particularly shiny, and/or newly gelcoated boats, mitigation methods are necessary such as the use of

additional HydraFoam pads or clear nonreflective film placed directly on the vertical surfaces and/or corners where the source of the light reflection takes place (often corners, but at times other possible vertical locations where reflection is likely). If proper mitigation methods were reasonably taken and light amplification still occurs, at HydraFoam's sole discretion we will cover up to 100% of the material cost one time for a maximum time of up to 1 year from the time of installation. In which case, this will only be warranted one time. If light amplification is identified, the customer must work with an authorized dealer to evaluate the issue and review recommended steps. Choosing not to follow those recommendations can affect coverage for current or future light amplification, including any replaced material.

WHAT THIS LIMITED WARRANTY DOES NOT COVER:

Normal Wear and Tear – The expected wear and tear of HydraFoam in the course of normal use.

Scuffs and Scratches – Heavy scrapes, grazes or lacerations outside of expected normal wear and tear.

Stains – Extensive testing has been done on HydraFoam in relation to stain resistance. Due to HydraFoam being a 100% closed cell & chemically cross-linked foam, it has been proven that the material is impenetrable in nature, meaning that even harsh stain like substances can be removed. This includes grease, blood, red wine, even sharpie markers. Harsh stains, if necessary, can be cleaned with a heavy scrub brush and water/detergent mixture. Lastly a citrus based degreaser can be used in conjunction with a heavy scrub brush.

Animal Damage - Heavy scrapes, grazes or lacerations outside of expected normal wear and tear, caused by animals.

Expansion/Contraction – There is some expectation of expansion and contraction with HydraFoam (as with nearly every other material on earth), more likely in extreme temperature and/or atmospheric/environmental swings.

Second Purchasers – Not the original purchaser. For example, this may be when HydraFoam was installed by the OEM, a dealer of the OEM, by a HydraFoam Dealer/Installer, or the boat has changed ownership via sale. In this case, the second purchaser will not have a purchase order associated with their name with HydraFoam. However, HydraFoam will honor valid warranty issues through the original OEM, boat dealer, or dealer/installer as appropriate. From time to time HydraFoam may handle the issue directly with the second tier customer, assuming cooperation with the original holder of the purchase order.

Black as the Top Color – Any HydraFoam Product that is purchased utilizing black as the top color or the only color. Due to it being black (the darkest color), this color absorbs heat and light, and will not reflect heat or light, causing an increase in the likelihood of the product to burn or experience light amplification.

DIY (Do It Yourself) Cut or Altered Panels – Any part that has been cut or changed in any way by the purchaser of HydraFoam. This pertains to any alterations made to the panel.

Labor Costs – This warranty does not cover labor for removal or replacement installation. The customer is responsible for all labor costs, including those incurred if an authorized dealer is used for removal of existing product and installation of replacement product. If on rare occurrence, any labor cost assistance is offered by HydraFoam, or the authorized dealer, it will be documented in writing and will outline the specific terms.



OTHER WARRANTY NOTES AS IT RELATES TO HYDRAFOAM DEALERS:

WHAT HYDRAFOAM WILL DO:

Products deemed by HydraFoam, in its sole discretion, to be defective within thirty-six (36) months of installation to Buyer and determined to qualify under all terms, conditions, limitations, and exclusions of this warranty will be replaced. Shipping charges for replacement products are the responsibility of the Buyer, unless HydraFoam, in its sole discretion, elects to cover such charges.

PROCEDURE

The Buyer shall first submit a completed Warranty Replacement Request Form and supporting photographs depicting the defective condition. If deemed defective by HydraFoam, we will issue a credit or a replacement Product in accordance with the terms stated herein.

LIMITATIONS ON HYDRAFOAM LIABILITY AND MISCELLANEOUS PROVISIONS:

- HydraFoam's total liability under this Warranty shall not exceed the replacement value of the Covered Product.
- In no event will HydraFoam be liable under any theory of liability or be obligated for consequential or indirect damages of any type or nature.
- This Warranty shall not be assigned or transferred by the Buyer without the prior written approval of HydraFoam.
- This Warranty shall be governed by and construed according to the United States Consumer Protection Agency.

WARRANTY DISCLAIMERS

- THIS WARRANTY SUPERSEDES AND REPLACES ANY PREVIOUS WARRANTY MADE OR OFFERED TO THE BUYER BY HYDRAFOAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTY SET FORTH IN ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.
- HYDRAFOAM SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS WARRANTY; (1) THERE ARE NO WARRANTIES ESTABLISHED OR IMPLIED; (2) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; (3) NO EXPRESS WARRANTY IS GIVEN; AND (4) NO AFFIRMATION OF FACT OR PROMISE MADE BY HYDRAFOAM, BY WORD OR ACTION, SHALL CONSTITUTE A WARRANTY.
- ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY.
- EXCEPT FOR THE PROVISIONS SET FORTH IN THIS WARRANTY, NO AGENT, EMPLOYEE, SUBCONTRACTOR OR REPRESENTATIVE OF HYDRAFOAM HAS ANY AUTHORITY TO BIND HYDRAFOAM TO ANY OTHER AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THIS 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.
- HYDRAFOAM MAY FROM TIME TO TIME, IN THEIR SOLE DISCRETION, OFFER TO REPAIR OR REPLACE COVERED PRODUCT IN CERTAIN SPECIFIC SITUATIONS. SUCH OFFERS BY HYDRAFOAM, 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.



FOR ALL HYDRAFOAM PRODUCTS

LIGHT AMPLIFICATION - IMPORTANT INFORMATION:

To help extend the life and appearance of your decking, it is recommended that boats and other applied surfaces be covered when not in use (e.g., stored in a garage, under a canvas boat cover, or in a covered slip or shed). Reducing prolonged exposure to environmental elements can help minimize excessive heat exposure and reduce color fade over time.

SITUATIONS TO AVOID:

Certain conditions may increase the likelihood of light amplification, including – but not limited to – the prolonged placement of inflatable pool toys, water bottles, or other reflective or refractive objects on the decking surface, as well as positioning decking near reflective surfaces or beneath glass. These items can concentrate sunlight to elevated temperatures capable of damaging the decking material.

REFLECTION & ENVIRONMENTAL FACTORS:

At certain angles light reflection may cause localized heat concentration, particularly in concave gelcoat areas where reflection is most likely to occur. It is important to note that light amplification can occur even when reasonable precautions are taken, especially in high-temperature environments or extreme sun exposure.

While not all instances of light amplification are preventable, HydraFoam's warranty is designed to provide protection and added peace of mind should a qualifying product malfunction occur, subject to the terms and limitations outlined in this warranty.