



Manufacturers Warrantee

BEACHWORKS LLC WARRANTIES AND LIMITATIONS

BEACHWORKS LLC., hereinafter (“Manufacturer”) warrants the Beachlauncher™ (hereinafter “Machine”) to be built in a workmanlike manner of sound material, and, under normal use and proper attention, to operate properly. Any claim made under this warranty must be presented in writing to Manufacturer in Mequon, Wisconsin, within one year after shipment. Manufacturer is to have the option of replacing any element proved to be defective or of remedying any proved defect, but Manufacturer’s liability in any event shall not exceed the replacement value of the defective element, and in the case of units or parts purchased by Manufacturer, Manufacturer’s liability shall not exceed the settlement which Manufacturer is able to obtain from its supplier. All OEM supplied parts carry a current manufacturer’s / suppliers warranty and will be recognized upon recognition of claim. Manufacturer is to have a reasonable length of time, after recognition of claim, in which to exercise its above option, and shall have the right to require the return of the alleged defective element, transportation charges prepaid before recognizing any claim. No allowance will be made for repairs or alterations undertaken without Manufacturer’s written consent. If parts other than of the original manufacturer are used in replacement without Manufacturer’s written consent, or if, without Manufacturer’s written consent, the machinery is repaired or altered in such a way as in Manufacturer’s judgment to reduce its stability or reliability, or if the machinery is subjected to misuse, electrical water damage, overloading in excess of manufacturers published limitations, negligence or accident, all warranties are thereby waived. The fore-going warranty is in lieu of all tort liability and all other warranties or representations or rights of rejection, express or implied, by law or by contract. More specifically, but without restriction thereto, there is no representation or express or implied warranty that the machinery complies with the highway or other laws of any state and or Country. No agent, distributor or other person is authorized to give any other warranty, nor to assume any other liability.

I have read and fully understand and agree to the foregoing limitations on warranties:

By _____ Date: _____

(Purchaser)