

**VEPO, LTD. LIMITED WARRANTY
FOR ORTHODEK AND V-CELL BRANDED PRODUCTS**

This Limited Warranty (the "Warranty") is made by VEPO LTD. ("Vepo"), an Ohio Limited Liability Corporation, and the Buyer's purchase of a Vepo product. This Warranty constitutes the entire agreement between Vepo and the Buyer as to any warranty provided by Vepo to the Buyer on the Covered Product.

I. ACKNOWLEDGEMENTS OF BUYER. By purchasing a Vepo product, Buyer accepts this Warranty and acknowledges the following:

- a. That Buyer has read and understands and agrees to the terms and limitations of this Warranty.
- b. That Buyer has been provided with sufficient opportunity to consult with independent legal counsel regarding this Warranty and the limitations hereof, and that Buyer has not relied upon any statements or representations of Vepo for Buyer's understanding or interpretation of any provision hereof.
 - i. **WHAT THIS LIMITED WARRANTY COVERS.** Vepo warrants to the Buyer ("Buyer", for purposes of this Warranty, means only first purchaser of the Covered Product and does not extend to subsequent purchasers) that the Covered Products are free from defects in workmanship and materials for a period of twelve (12) months from the production date of the boat where the Covered Product is installed. Vepo shall, in addition, provide a reduced prorated warranty as indicated in paragraph III below for an additional period not to exceed thirty-six (36) months. The limited warranty provided hereunder is subject to the strict precondition provided that the Covered Products are used and maintained in accordance with all Vepo specifications for surface preparation, installation, and storage. Improper installation and/or repair voids this Warranty in its entirety, without exception.

II. WHAT THIS LIMITED WARRANTY DOES NOT COVER: This limited warranty does not cover the installation of the Product onto any surface, nor does it cover adhesion of the Product to the boat or to any other surface to which the Covered Products are applied. This warranty applies only to material and workmanship of the Covered Product itself. Some fading and/or discoloration of the Covered Products may occur with time and use in the marine environment; such fading and/or discoloration is not covered by this limited warranty. This limited warranty covers only excessive fading or polymer degradation resulting from defective materials. This warranty specifically EXCLUDES deformation, discoloration or other damage to the Covered Product, and EXCLUDES all other damage or loss, resulting from the Covered Product's being subjected to temperatures more than 165°F ("Max Temp"). Care should be taken to avoid installing the Covered Product in areas where light amplification may occur when a reflective surface may amplify the sunlight's intensity and thus raise the temperature above the max operating temperature of 165°F. For OEM applications, it is exclusively the OEM's responsibility to perform product testing, if required, to provide assurance that any installation will not exceed the Max Temperature.

III. WHAT VEPO WILL DO

Covered Products determined by Vepo to have material and/or workmanship defects will be covered in accordance with the following schedule:

- a. Products deemed by Vepo to be defective within twelve (12) months of production date of the boat where the Covered Product is installed. Vepo will either replace or issue a credit for the defective product.
- b. Products deemed by Vepo to be defective between thirteen (13) months and (24) twenty-four
 - i. (24) months of the production of the boat where the Covered Product is installed. Vepo will issue a credit for seventy-five percent (75%) of the defective product replacement cost.
- c. Products deemed by Vepo to be defective between twenty-five (25) months and (36) thirty-six
 - i. (36) months of the production of the boat where the Covered Product is installed. Vepo will issue a credit for fifty percent (50%) of the defective product replacement cost.
- d. PROCEDURE. The Buyer shall first contact Vepo to open a warranty claim. Buyer shall submit a completed Warranty Replacement Request with supporting photographs depicting the defective condition. If deemed defective by Vepo an RMA (Returned Merchandise Authorization) will be issued along with a credit for the defective Product in accordance with the terms stated herein.

IV. LIMITATIONS ON VEPO LIABILITY AND MISCELLANEOUS PROVISIONS.

- a. Vepo's total liability under this Warranty shall not exceed the replacement value of the Covered Product and shipping reimbursement cost as indicated above.
- b. In no event will Vepo be liable under any theory of liability or be obligated for consequential or indirect damages of any type or nature.
- c. This Warranty shall not be assigned or transferred by the Buyer without the prior written approval of Vepo.
- d. This Warranty shall be governed by and construed according to the laws of the state of Ohio, USA. The Parties agree to personal jurisdiction in the state of Ohio, and venue in Lake County, Ohio, or in the Federal Court for the Northern District of Ohio, Eastern Division.

V. WARRANTY DISCLAIMERS.

- a. REPLACEMENT OR REIMBURSEMENT OF THE DEFECTIVE PRODUCT DOES NOT EXTEND THE DURATION OF THE ORIGINAL WARRANTY.
- b. VEPO SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS WARRANTY. OTHER THAN AS 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 MAKE BY VEPO, BY WORD OR ACTION, SHALL CONSTITUTE A WARRANTY.
- c. ALL IMPLIED WARRANTIES OF MERCHANT ABILITY AND/OR FITNESS OR SUITABILITY FOR A PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY.
- d. EXCEPT FOR THE PROVISIONS SET FORTH IN THIS WARRANTY, NO AGENT, EMPLOYEE, SUBCONTRACTOR, OR REPRESENTATIVE OF VEPO HAS ANY AUTHORITY TO BIND VEPO 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.
- e. VEPO MAY, FROM TIME TO TIME, IN THEIR SOLE DISCRETION OFFER TO REPAIR OR REPLACE COVERED PRODUCT IN CERTAIN SPECIFIC SITUATIONS. SUCH OFFERS BY VEPO, LTD., 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 TO BE A COURSE OF DEALING THAT IN ANY WAY MODIFIES THE TERMS OF THIS WARRANTY.