



## Warranty Agreement

### **No Returns after 30 days.**

A 25% restocking fee applies to all orders returned or canceled unless production on the item has not begun. In addition, the customer pays original shipping and return shipping if the item was shipped.

### **Covered Product:**

Custom Boat Lift Controllers, manufactured by WP Controls

### **Limitation of Damages**

In no event shall WP Controls be liable for consequential damages for breach of this warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

### **Warranty Coverage**

WP Controls warrants the Covered Product to be free of all defects in material and workmanship for 2 years from purchase date. This warranty extends to the original buyer only. A proof of purchase must be provided at time of warranty claim.

Within the period of this warranty, WP Controls will repair or replace, free of charge; any part proving defective in material or workmanship. If the part is not available then a part of like kind will be used in its place. New and/or refurbished parts may be used to complete the repair. All warranty repairs and service must be performed by an authorized WP Controls technician, or at an authorized WP Controls service facility.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by WP Controls except for the following expenses, which shall be assumed by the buyer:

- 1) Shipping expense to and from buyer or,
- 2) Service Call charge for repairs onsite.

### **Warranty Exclusions**

This warranty does not apply to any costs, repairs, or services for the following:

1. Service calls to correct the installation of the Covered Product, or to explain the usage of the product to the buyer.
2. Repairs necessitated by use other than normal home use.
3. Damage resulting from misuse, abuse, accidents, alterations, or improper installation.
4. Corrective work necessitated by repairs made by anyone other than a WP Controls authorized service technician.
5. Damage from power-washing the unit.
6. Damage from lightning, improper dock electrical power and grounding or other acts of god or acts of terrorism.



7. Damage from direct exposure to the elements (sun, wind, rain, etc.).
8. Slight cosmetic blemishes inherent to the 3D printing process.
9. Issues caused by a poor quality internet connection provided by the buyer.
10. Lift malfunctions due to improper boat lift installations or poorly maintained boat lifts.
11. Malfunctions due to boat lift tanks not being connected together pneumatically via H pipe or other means.
12. Lift malfunctions due to a boat lift being improperly sized for capacity of the boat or not properly fitted to the boat.

## **How to Obtain Warranty Service**

### **(a) If warranty repairs are to be made onsite at the home:**

WP Controls will only perform onsite service for Covered Products that are installed at the Lake of the Ozarks in Missouri. Onsite service at other installation locations outside of the Lake of the Ozarks in Missouri will be on a case by case basis, but must be approved by WP Controls.

The buyer must notify WP Controls by calling the toll-free number 888-841-4404 of any defect, malfunction, or nonconformity promptly upon discovery. An authorized service technician shall then be scheduled to visit the buyer's home for the purpose of repairing or replacing the defective part.

A service call charge will be applicable to all onsite warranty or repair work. Current service call rates can be obtained by calling WP Controls.

### **(b) If warranty repairs are to be made at the factory:**

The buyer must notify WP Controls by calling the toll-free number 888-841-4404 of any defect, malfunction, or nonconformity promptly upon discovery. Buyer will need to get a RMA number from WP Controls prior to shipping.

An authorized service technician shall repair or replace the defective part of the Covered Product and coordinate return shipping with the buyer.

If the buyer sends the product by U.S. mail or other carrier, we recommend that the buyer insure it and send it return receipt requested. We accept no liability for products lost, damaged or misplaced in shipment.

The buyer will be responsible for all shipping costs to and from their location.

**(c) The buyer may secure the services of an independent repair or service facility** for the service or repair of the Covered Product, when service or repair of the goods can be economically accomplished and when the buyer is not furnished appropriate relief the provisions of subparagraph (a) or (b). In that event, WP Controls will reimburse the independent repair or service facility for the reasonable cost of service and repair, including any cost for parts.



The independent repair or service facility must get the repair invoice approved by WP Controls prior to performing the repair or service.

### **Notice to Buyer**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty.

If the buyer disagrees over performance under the terms of this warranty, the buyer may submit the matter for resolution to WP Controls. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.

### **Enforcement of Agreement**

#### **Missouri Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Camden County, Missouri, and both parties covenant and agree to submit to the personal jurisdiction of such court in the event of such action.

#### **Agreement to Arbitrate Claims**

**WP Controls** and **Buyer** agree to initiate the resolution of all claims by arbitration. This does not preclude further legal action from occurring, but highlights the parties' shared interest to have a fast, cost-effective dispute resolution mechanism.

Company Information:  
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888-841-4404