

## *Warranty and Maintenance Procedures for Boat Houses, Docks, Decks, Walkways, Gazebos and Seawalls*

### **Warranty Specifications:**

ACT's warranty shall exclude defects or failures from abnormal use, misuse, mistreatment or use contrary to the maintenance instructions set forth below, or neglect by the customer. Damage, defects or failures resulting from acts of nature, including but not limited to hurricanes, tornadoes, heavy rains and wind or other inclement weather conditions, are hereby excluded from this warranty.

Freestanding mooring piles are easily damaged by boats and weather and therefore, have no warranty. If a failure occurs on any of the items warranted within the prescribed warranty periods, ACT shall, at its sole discretion, repair or replace the defective materials or components at no charge to the customer. If a part to be repaired under warranty is not available, then ACT shall have the right to substitute comparative materials, currently used in their construction process. At ACT's sole option, the repair or replacement of any product sold, shall be the sole and exclusive remedy to the customer.

Under no circumstances shall ACT be responsible for any particular or consequential damages. Only the work of repairing or replacing warranty items, at ACT's option, is included in this warranty. In cases where an ACT manufactured item was sold to a customer, but not installed, ACT shall only be responsible for replacement or repair of the item in its facility, and no pick up or delivery of the item is included in this warranty. If the item has a manufacturer's warranty, then that warranty shall be the sole remedy to the customer and ACT shall have no other implied warranties on the item.

The warranty shall begin at the time of the final building inspection or the date of the customer's final payment to ACT, whichever occurs first. All warranties are null and void if payment in full is not received by ACT within five (5) days of the final payment application.

### **General Maintenance Specifications:**

The general maintenance procedures required for your new structure or equipment may be performed by the customer or may be performed by a service company, such as ACT, and includes the following:

- Wood deck surfaces need to be cleaned and sealed. We recommend a good environmentally safe cleaner such as Thompsons UV Wood Protectant, to be utilized on an annual basis.
- As wood steps under water become very slippery, we recommend that you wash them on a monthly basis.
- The boatlift systems should be inspected at least every six (6) months. Caution: Our boatlifts are not designed to be used for hoisting, or transferring of people, or for hoisting loads over people-occupied areas. Do not allow any person on or under the boat or cradle while suspended on the lift or while the lift is in operation.
- The pulleys are bearings for the overhead lifting systems and must be lubricated with standard bearing grease on a monthly basis. Annually, the gear assembly must be cleaned of excess grease and re-greased to ensure optimum operation.
- The motor and gear assembly system must also be maintained per the manufacturer's specifications and is warranted by the manufacturer. The electric power hoist is equipped with three (3) grease fittings. It is necessary that all grease fittings, as well as the gear teeth, are thoroughly packed with grease to ensure the mechanism's longevity.
- The cables of the hoist system must not be allowed to become slack. Slack can be caused by lifting up on the weights and cable, or by allowing the cradle or slings to be lowered all the way to the bottom of the lake. If this occurs, the cables will cross and become tangled causing damage to the

cables, bearings and lift motor. To correct this situation, let out all of the cable and rewind it while holding pressure on all cables at the same time. Damage caused by this action shall not be covered under warranty. Timely, periodic inspections of cables for strand breakage are necessary. Although the stainless steel cables provided for your lift are the finest made, they do not have an indefinite life span and must be replaced periodically. Check all cables for broken strands and if an extreme number of strands are broken, the cables must be replaced.

- The lift system is designed to lift the boat and adequate gear only. It is not intended to lift any human beings; inflated gross weight or water ballast tanks.
- While our aluminum cradles are designed with a maximum 4,500 lb boat weight capacity, the 1 hp motor included in our quote is rated for a 4,000LB lifting capacity. Our boat houses are engineered to exceed all these capacities, however you are limited to the lowest rating without upgrades.
- Any work, changes, manipulations, adjustments, additions, deletions, etc. done to any and all ACT Construction LLC, Inc. lift systems and/or portion of their construction project, by anyone other than an ACT Construction LLC employee or representative will void the Contract and warranty. There are absolutely no exceptions to this criteria and Owner agrees to accept all responsibility and liability associated with any of the above.
- If cable clamps are used, they must be tightened at each inspection.
- Check and tighten all nuts and bolts at each inspection.
- PWC lifts must be maintained per the manufacturers' specifications and are warranted by the manufacturers only.

If you purchase an annual maintenance program from ACT, which allows us to maintain your dock and deck structures and equipment in a professional manner, we will warrant the wood and mechanical systems for the time that the maintenance agreement remains current.

If rope is used on the project, the consumer understands that it is not meant as a structural handrail and is for decorative purposes only. The rope is not designed or intended to be used as a restraint, to be leaned against, or for the protection of persons from the water or land.

ACT shall not be held responsible for any damage that occurs to watercraft or persons as a result of the operation or use of ACT constructed projects or equipment.

I/We fully understand this warranty and the limitations contained herein and by signing the attached contract do hereby agree to the terms and conditions of this conditional warranty.