

by Associated Marketing Concepts

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### LIMITED WARRANTY:

Associated Marketing Concepts, The Automart, Inc., Ambassador Marine, its affiliates and all related entities, independent agents and representatives, hereafter collectively referred to as Ambassador, warrants its faucets, shower systems, accessories, sinks and sink accessory products to be free of defects in materials and/or workmanship as outlined below. This warranty period will begin from either the date on the retail cash register/on-line receipt or the date of purchase of the boat by the original purchaser, in which the product is preinstalled, provided acceptable documentation of purchase date is provided to Ambassador. Authenticity of the purchase date will be determined exclusively by Ambassador. In the event the purchase date is not provided or not determined to be adequate, this warranty will be void. Except as set forth below, this limited warranty will extend for five (5) years for Ambassador faucets, shower systems, drains and accessories and for one (1) year for Ambassador sinks.

### **EVENTS THAT VOID WARRANTY:**

This limited warranty is void if products are improperly installed, misapplied or incompatible with products not manufactured by Ambassador. Ambassador will not warrant any product that is physically damaged or altered during or after installation. Failures due to foreign debris are not warranted. Inspect products carefully prior to installation. This warranty specifically excludes finish damage, scratches, dents or dings after installation. Clean surfaces carefully without harsh materials. Ambassador will not warrant damage resulting from the use of improper cleaning procedures, damage resulting from harsh cleaning materials, chemicals, solvents or abrasive materials. Cleaning with anything other than soap and water or mild detergents containing non-abrasives voids this warranty. In addition, all warranties are null and void if any of the following events occurs: (a) the item is not provided to Ambassador for inspection upon Ambassador's request; (c) Ambassador determines that the item has been improperly installed or altered in any way; (d) Ambassador determines that the item was not used under normal operating conditions, (e) Ambassador determines the product was abused, neglected or not properly maintained, (f) Ambassador determines that an unauthorized repair, modification, disassembly, or other changes to the product created the alleged defect. This Warranty does not protect against damage to the product when Ambassador determines, in its sole discretion, that the damage resulted from "Acts of God" such as, but are not limited to: normal-use wear and tear, fire, lightning, flood, earthquake, storm, theft, vandalism, terrorism, war and labor stoppages.

## INSPECTION:

Ambassador reserves the right to review the product and the site where the warranty claim occurred. Ambassador may require the purchaser to ship the item to Ambassador for inspection. The damaged item must remain available for inspection until the claim is finalized. In the event Ambassador requests to inspect the product, it agrees to dispatch its findings pertaining to the alleged defective product within 30 days of receiving the product. Package all returns carefully prior to shipment back to Ambassador. All returns must be shipped freight pre-paid. Ambassador will not be responsible for freight damage incurred when shipping goods back to Ambassador. Said items may be tested by Ambassador at Ambassador's discretion, which may result in further damage. If the sender wishes the items returned the cost of freight will be the responsibility of the customer. Whenever claims are settled, Ambassador reserves the right to be subrogated under any existing insurance policies the purchaser may have.

# **MAXIMUM LIABILITY:**

Ambassador's obligation under this warranty is limited to the repair or replacement of the product, and that determination is strictly at the discretion of Ambassador. Ambassador will not be responsible for, nor credit customers for labor related removal and reinstallation. Product determined not to be defective will be returned to sender, freight collect, or destroyed by Ambassador at sender's option. Ambassador will not reimburse for unauthorized dealer or customer markup fees, time or labor unrelated to direct removal or replacement of this product.

### LIMITATION ON LIABILITY:

In no event shall Ambassador be liable for direct, indirect, incidental, consequential, or multiple damages arising out of the use of the item, regardless of the legal theory on which such claim is based, even if Ambassador has been advised of the possibility of such damage. Consequential damages, even if foreseeable, shall include, but are not limited to: inconvenience; loss of time, profits, savings or revenue; or loss of use of the boat or vehicle.

### **EXCLUSIVE REMEDY:**

This Warranty contains the sole warranty of Ambassador with respect to the product and is given in lieu of all other warranties. There are no other warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose and any implied warranties that cannot be waived and/or excluded are hereby limited in duration to the terms of this Warranty. No individual is authorized to alter, suspend or waive any term or terms of this warranty.

This warranty gives you certain legal rights, which may vary from state to state.