



HYDE SAILS LIMITED WARRANTY

FOR CUSTOMER REVIEW PURPOSE ONLY

Hyde Sails (Hyde) is committed to producing quality sails using the finest materials and workmanship. Accordingly, Hyde warrants that the sail will be free from defects in manufacturing, materials and workmanship to the original purchaser for one year from the date of purchase. If any defect in manufacturing, materials or workmanship should arise during the one year warranty period, Hyde will correct the defect or, at Hydes's discretion, replace the sail or refund the purchase price. There is no implied lifespan for our products due to the many variables that affect the products. This warranty does not cover normal wear and tear, neglected or modified products.

Hyde dealers are not authorized to replace Hyde sail products without prior approval from Hyde. Any Hyde sail product to be warranted must be returned to a certified Hyde service loft or other pre-approved loft for evaluation. If there is no Hyde Loft near you, Hyde may contract with a sail loft that is local to you, at their discretion. Upon inspection or receipt of digital pictures, Hyde will replace the product, repair the product, credit the account, or return the product as is. Hyde cannot replace products due to incorrect sizing if the original purchaser fails to promptly inspect the sail product immediately upon receipt, and notify Hyde within sixty (60) days of an incorrect sizing problem.

RETURNS

If you have a Hyde sail product that you think should be considered for warranty, please contact the Hyde dealer where you purchased it with your proof of purchase documentation. If this is not possible or practical, then please contact Hyde Sails (Admin@Hydesails.co.uk, for a return authorization and instructions on where to ship the product for warranty work.

Please enclose a letter including your name, street address (no post office boxes), daytime and evening telephone numbers, and include why you have returned the product and what you would like Hyde to do.

Send your package via UPS, certified mail, Federal Express, or any traceable shipping method. We recommend that you insure your package against loss, in-route, to Hyde. Hyde cannot be responsible for packages until they arrive at Hyde's authorized agent for warranty work.



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Under European Union (EU) consumer law, the original purchaser has full statutory warranty rights for two years from the delivery of the Hyde sail product. Your dealer is liable for any lack of conformity with the contract, namely, that your purchased sail product is free of faults, which are impairing its worth or its typical use. In case of a lack of conformity, you may require the dealer to repair the product or to replace it, unless this is impossible or disproportionate. Otherwise, you may require an appropriate reduction of the price, or have the contract rescinded, the latter being excluded if the lack of conformity is minor.

This warranty is valid in states having adopted applicable European Union (EU) regulations into national legislation. The applicable national legislation governing the sale of consumer goods is not affected by this guarantee. Please ask your dealer about the applicable provisions in your country.

Warranty claims will only be accepted if the sail product has been used for its intended purpose. Any sail product used for an

unintended purpose will not be eligible for warranty protection.

This warranty does not cover damage resulting from wear (i.e., wear or deterioration that is a result of irregular use of the product), neglect (insufficient care, storage and/or maintenance), accidents, stress caused by use of the sail beyond its designed wind range, excessive flogging, incorrect mounting, the use of solvents or chemicals or other improper treatment or damage or malfunction resulting from changes or modifications made to the sail.

For all warranty inquiries or claims, in order to benefit from your rights, you must address the claim to the dealer from which you purchased the Hyde sail product within a period of two months from the date on which you detected its lack of conformity with the terms of the warranty. Incorrect sizing or incorrect shape claims must be made to Hyde within sixty (60) days from the date the sail is delivered to the original purchaser. You must include your original proof of purchase when initiating your claim with the dealer from which the Hyde sail product was purchased.

WARRANTY LIMITATIONS (ALL PURCHASES)

Hyde Sails warranty does not cover damage resulting from:

- Wear as a part of the sail products' normal function (as noted in the section below entitled A Note On Wear);
- Neglect (insufficient care, storage, maintenance, use of solvents or chemicals);
- Accidents (damage caused by an event external to the sail);
- Overstress caused by overloading, use of the sail beyond its designed wind range, excessive flogging, or improper rigging;
- Improper treatment or damage resulting from changes or modifications made to the sail.
- Consequential Loss.

WARRANTY LIMITATIONS (ALL PURCHASES) CONT.

This warranty does not cover labour and transport costs, nor does it cover follow-up costs resulting from subsequent product compatibility problems, defects or other costs associated with the warranty claim. Hyde and its Hyde dealers reserve the right to charge a handling fee if a returned sail product is found not to be under warranty according to the conditions contained herein.

Further, Hyde and its Hyde dealers reserve the right to charge a normal fee for any time and materials incurred in repairing a sail product that is not found to be under the warranty according to the conditions herein.

For all warranty claims, please initiate the claim with your Hyde dealer, who will instruct you on whether or not you have a valid warranty claim, and the correct warranty procedure. If you are unable to contact your dealer, you can contact Hyde directly.

A NOTE ON WEAR

Components on sail products are subject to wear due to their function. The rate of wear will depend on use, care and maintenance, and the environment that the sail product is exposed to, such as rain, sun and wind. All sail products will eventually reach the end of their serviceable life, depending on conditions and intensity of use. Improper use or operation of the sail product will not be covered under this warranty, including, without limitation, overloading the sail or use of the sail beyond its designed wind range, excessive flogging, improper mounting or de-mounting, misuse, misapplication, negligence, chemical contamination, fire or other generated heat, water or other material trapped inside a stored sail, improper storage, improper exposure to the sun, wind or rain, sail alteration that has not been authorized by Hyde Sails.

THERE ARE NO EXPRESS WARRANTIES, WHETHER WRITTEN OR ORAL, OTHER THAN THIS PRINTED LIMITED WARRANTY.