

The Touchless Cover™ Warranty and Disclaimer

IMT, Inc. (hereinafter "IMT"), warrants the original purchaser that The Touchless Cover™ will be free from defects and workmanship as set forth below:

This warranty is valid only if the boat cover has been used, adapted, and/or installed in accordance with our measurement, installation and safe-operating instructions. Some components and materials come with manufacturer guarantees that are separate from this warranty. IMT's warranty does not supersede such guarantees, nor does it create component or material guarantees that are not otherwise offered by their manufacturers.

WHAT IS COVERED BY THIS WARRANTY:

This warranty is limited to replacement parts and exchanges only, at IMT's option, and does not warrant the cost of removing, packaging, re-installing, return shipping, or any other costs of material or labor. Further, the customer is responsible for all shipping costs.

Workmanship and components are covered by a one (1) year limited warranty for defective component parts or material failure due to a fault in workmanship.

Our cover fabrics have a five (5) year limited warranty which warrants against loss of color or strength under normal exposure conditions, and does not cover labor and installation performed by the dealer.

Motors come with a five (5) year warranty which warrants motors free from defects in material and workmanship under normal and proper use for a period of five (5) years starting from the date of delivery.

WHAT IS NOT COVERED UNDER THIS WARRANTY:

Incorrect measurements, installation, and/or operation: Warranty applies only if the cover systems have been measured/ installed/operated in accordance with our measurement, installation and operating instructions. If you have any questions, please call or e-mail before installing or measuring for your cover.

Warranty does not cover any other damage or material failure resulting from system use, non-use or from system installation.

This limited warranty does not cover any other damage or material failure resulting from, but not limited to, oxidation; permitting the product to come in contact with tree sap, chemicals or other liquids other than water; accidental damage or intentional damage; failure to properly secure cover; permitting sharp objects to come into contact with cover; windblown objects; acts of God or nature, including, but not limited to: hurricanes, gales, tornadoes, snow, sleet, heavy rain, heavy winds, hail, flooding, weights or loads allowed to accumulate on the cover; fire or similar hazards, vandalism, neglect, improper use or care, or a combination of the foregoing, or dents, scratches or weathering occurring from normal use, wear and tear; chemical pollutants; mildew; structural defects; negligent maintenance or misuse or abuse, or any other causes or occurrences beyond the control of IMT, Inc.

HOW TO OBTAIN WARRANTY SERVICE

YOU MUST NOTIFY IMT WITHIN FIFTEEN (15) DAYS OF DISCOVERY OF THE ALLEGED DEFECT BY CALLING 407-679-2217 or Toll-free: 877-679-2217, and PRIOR AUTHORIZATION IS REQUIRED. Transportation charges are the responsibility of the customer. C.O.D. or collect shipments will not be accepted. A photocopy of proof of purchase sales receipt or invoice is required.

Any express or implied warranty not provided herein, including without implied limitation, any warranties of merchantability or fitness for a particular purpose, and any remedy for breach of contract, which but for this provision might arise by implication of operation law, are hereby excluded and disclaimed. If they cannot be disclaimed, any implied warranties of merchantability and of fitness for any particular purpose are expressly limited to a term of one (1) year. Some states do not allow limitations on how long an implied warranty last, so the above limitation may not apply to you. Under no circumstances shall IMT be liable to purchaser or any other person for any special, incidental, or consequential damages, whether arising out of breach of warranty, breach of contract, tort or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Notwithstanding anything to the contrary herein, this limited warranty is limited to repair or replacement and if such warranty fails because attempts at repair are not completed within a reasonable time, or it fails for any other reason, any damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the cover caused by lack of repairs, in any case.

The manufacturer neither assumes nor authorizes any other person to give any other warranty or to assume on its behalf any other obligation or liability. This warranty is non-transferable from original owner.

PLEASE NOTE: IMT reserves the right to make changes in prices, colors, specifications, equipment, options, materials, design, and/or discontinue models at any time (without notice) and shall be under no obligation to equip or modify any cover built prior to such changes.