

## USER MANUAL

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Please carefully read this manual as it contains helpful tips about your product.

# CONGRATULATIONS ON YOUR NEW ACCUDOCK AND WELCOME TO THE FAMILY!

Thank you for your AccuDock purchase. As one of the leading dock manufacturers in the world, we stand by our "Made in the USA" commitment. Your new Floating Dock was manufactured at our facility located in Pompano Beach, Florida. AccuDock will do all we can to make your ownership experience as pleasant as possible for many years to come.

#### PRODUCT REGISTRATION

Date of Purchase:	
Invoice Number:	
Sales Representative:	

#### SAFETY INSTRUCTIONS

#### Safety Tips for your Floating Dock/Gangway

- 1. Remove all potential hazards found on Floating Dock. Slips and falls are particularly common. Take steps to avoid these types of accident by removing any tripping hazards (e.g., equipment, ropes, tools, etc.).
- 2. Go with no-slip shoes. Although our docks have a non-slip surface, floating docks get wet. That's just a fact of life! AccuDock encourages proper footwear such as non-slip shoes, and strongly encourage your guests to do so too.

#### Safety Tips while on the water

- 1. Look at weather conditions. You don't want to be caught out on the water during a storm.
- 2. Know your limits when it comes to watersports. If you're just starting out, pace yourself. Choose a path that you are comfortable with and choose longer paths as you become more familiar with the watersport.
- 3. Wear bright colors so you are visible to others on the water and always wear a life vest. If on larger vessel wearing or bringing layers in case weather conditions change suddenly.
- 4. Having the right supplies on board. This includes a waterproof container for your phone (which also serves as a GPS and emergency device). If on a larger water vessel with storage bring along items such as drinking water, emergency flares, first aid kit, sunscreen and other essentials.
- 5. Share your plan/route with someone before you go out. If you don't make it back in a reasonable amount of time, that person can alert rescue personnel and provide a general location to search.

#### Launching your Kayak from your Floating Dock

The first step is getting into your kayak safely – which is no small feat when you're a beginner. It can be hard to look graceful! Instead, focus on being safe.

- 1. When launching from a dock, choose a spot that is parallel to the dock.
- 2. Remove the kayak from your paddle sport storage rack, place your kayak in the water, close to the edge of the dock.
- 3. Grab your side assist railing or overhead assist bar to help you get into your kayak.
- 4. If you do not have an assist bar/railing, sit down on the dock in preparation to enter the kayak, for balance place your paddle on the stern, slide yourself into your kayak and start paddling!

#### Launching your Paddleboard from your Floating Dock

- 1. Choose a spot that is parallel to the dock.
- 2. Remove your paddleboard from your paddle sport storage rack, place the paddleboard in the water, close to the edge of the dock.
- 3. Grab your paddleboard railing and step onto your board.
- 4. If you don't have a paddleboard railing, sit down on the dock in preparation to kneel on the board, slowly slide onto the board (in kneeling position) and off you go!

#### SAFETY INSTRUCTIONS — CONTINUED

#### Using your Safe Launch Feature

- 1. Using the included rope, secure the safe launch to the cleats so that it is at an angle extending down into the water.
- 2. Your kayak can now be placed on the safe launch. A person should be able to safely step into the kayak without the kayak floating away. If the kayak begins floating away, slightly raise the safe launch by using the rope.
- 3. Once you are sitting in the kayak, you can use the overhead assist bar or the side assist bar to push yourself and the kayak down the launch and into the water. If it is too difficult to push yourself, then the safe launch must be slightly lowered using the adjustable rope.
- 4. When not in use, the safe launch should be raised out of the water using the adjustable rope and the cleats.

#### Preparing your Floating Dock for the Winter

If your Floating Dock is located in an area with severe winter ice conditions or debris overflow, we recommend taking your dock out of the water during winter months. While removing your dock be sure not to drag the dock and make sure it is maintained and stored in a safe place out of the elements.

Should you choose to leave your dock in the water and risk these weather conditions, AccuDock cannot be held responsible if any damage occurs.

#### Preparing your Floating Dock for a Hurricane

If you are affected by hurricane season, the top priority is staying safe. Protecting your belongings is also key. Your floating dock is no exception. While hurricanes – and the damages the storms cause – can be unpredictable, you can take steps to ensure that your dock is as secure as possible.

- 1. If possible, remove your floating dock. One of the benefits of floating docks is that they are not permanently affixed to the bottom of the body of water via pilings. Their design ensures that they can float and flux to accommodate changing water levels. This also means that quick removal is possible. If feasible, remove your floating dock completely and store it in a safe location. If this is not possible:
- 2. Tie a rope to a fixed structure and secure your floating dock. If you cannot remove your dock, use a rope or other material to attach it to a stable, permanent structure. Most floating docks are designed to come off their attachment method during extreme high-water levels and tying a rope to a fixed structure like a tree or post will ensure your dock will not float away.
- 3. Remove loose items. If you have kayaks, paddle boards, canoes, oars, chairs, and other gear on your dock, remove those items and store them in a safe location. Loose gear can easily become deadly projectiles in a storm.
- 4. Take photos of your dock. If your dock is damaged (or causes damage to your property), photos can help facilitate a faster, smoother insurance claim process. Check with your Homeowners insurance as this should be covered.
- 5. Don't wait to learn how to prepare for a hurricane. If you're not sure how to adjust your dock lines, how to check the lines anchoring your boat to your dock, how to use chafe gear, or how to do other key steps, ask for help! AccuDock is happy to answer your questions and walk you through the process of securing your floating dock in the event of a hurricane.

#### GENERAL MAINTENANCE

**Cleaning:** To keep the dock looking clean and new, the surface should be washed periodically. Your AccuDock can be easily cleaned using a brush, eco-friendly detergent, and water. A power washer may also be used. We suggest keeping the surface clean to lengthen the life of your AccuDock.

Marine Growth Removal: Most bodies of water have micro-organisms which tend to attach themselves to stationary structures (AKA Marine Growth). Typically, this marine growth is more prominent in salt water than fresh water. Accumulation of marine growth adds weight to the floating dock, which over time will cause it to draft slightly more (reducing the freeboard). Routine scraping or pressure washing of the floatation is recommended to avoid accumulation of the marine growth.

**Removal:** If your AccuDock is removed at any time for storage, it should not be dragged over rough gravel or other sharp objects.

Aluminum (6000 Series-Marine Grade): Aluminum frames, fixtures, gangways, and accessories can be cleaned and maintained with the same eco-friendly detergent as used on the floatation.

**Connections:** The connections between the framed dock sections should be inspected as needed if they appear loose or out of alignment.

Hardware: Wind and wave action can cause hardware to loosen throughout your AccuDock, therefore a routine visual inspection is recommended. This requires a walk-thru in which hardware is evaluated and tightened as necessary. We suggest this be done once per year, or upon visual notice. Do not forget your accessories. i.e Ladder, Stairs, etc.

Replacing Hardware: If you have damaged or missing hardware, replace it immediately. Replace with Stainless Steel 304 Grade hardware. Missing or damaged hardware if not replaced will put unnecessary stress on the dock, if not repaired as a minor repair, this will usually add up to major repair.

**PVC Decking:** Periodic maintenance is simple; a spray of the hose removes most dirt and grime. If stains are a little more stubborn, simply use an eco-friendly detergent and cleaning brush, to keep your decking looking clean and new. Rust can be removed with toilet bowl cleaner. Improper care and maintenance can result in voiding the warranty.

#### FREQUENTLY ASKED QUESTIONS (FAQ)

#### What is an AccuDock made from?

- Each AccuDock float is made from High Density Polyethylene (HDPE) Plastic which completely encapsulates a block of EPS Foam.
- All of our products are made from "virgin materials" and contain no recycled materials.
   This ensures all AccuDock products are uniform and free of defects.
- All aluminum products are manufactured using 6000 Series Marine Grade
   Aluminum to prevent corrosion and rust.

#### What is the top surface of an AccuDock made from?

 The top surface of an AccuDock is made using non-skid, levant textured HDPE plastic the same material is used on all sides, including the top and bottom.

#### How much weight can an AccuDock gangway support?

- A standard AccuDock gangway will support 50lbs per sq. ft.

#### How much weight can an AccuDock support?

This will depend on depth of the floatation. i.e. A 5' x 8' x 8" Work Float can hold up to 700 Pounds.

#### How much does an AccuDock module weigh?

– Each module will weigh differently depending on the size and depth of float.

#### Is the installation included with the purchase of an AccuDock?

No, installation is not included.

#### FREQUENTLY ASKED QUESTIONS (FAQ) – CONTINUED

#### Who installs the docks/how difficult are they to assemble?

AccuDock is a manufacturer of our products and does not provide installation.
 However, we do have a network of approved contractors that can be recommended all of which are familiar with our product. We do have customers that install their own docks and installation instructions can be provided.

#### Can you add bump strip to an AccuDock after manufacturing is completed?

 Yes, bump strip can be added to your floating dock after it is completed. Contact your Sales Representative for further information and pricing.

#### Can you add decking after an AccuDock has shipped/been installed?

Yes, it requires an additional frame to be installed prior to attaching deck boards.
 Deck boards are pre-drilled and cut to size for ease of installation.

#### Can you add additional floats to an existing AccuDock?

Yes, however each situation is unique. You'll need to provide the design you currently
have and go from there. Sections of the bump strip may need to be removed prior to
connecting additional AccuDock floats.

#### How do AccuDock floats get connected together?

AccuDock floats must first be "framed" using 2" x 2" Marine Grade Aluminum square tubing in order to connect them together. AccuDock has numerous connectors used to connect standard floats together. Our Aluminum Floating Docks are connected with pre-assembled bolts. Installation instructions can be found on our website at www.accudock.com/installations-forms/

#### What type of attachment method should I use?

 Your Sales Representative will be happy to work with you on which attachment method would be the best fit for your location. The various attachment methods can be found on our website at www.accudock.com/attachment-methods/

#### What common tools are required for assembly?

– You will need the following tools for the assembly of your floating dock:

Drill with a 5/16", 3/8" and 1/2" Bit

3" and 1" Allen Bolts (These are provided by AccuDock along with your

floating dock)

1/2", 9/16" and a 3/4" Wrench

Allen Wrench

Hammer/Mallet

#### What kind of lifespan can I expect if I buy an AccuDock?

AccuDock's are designed, built and installed with longevity in mind. All marine applications are harsh but the AccuDock design takes weather into consideration.
 You can rest assured that your AccuDock will last up to 20 years or more.

#### What type of maintenance is required for my AccuDock?

Very little maintenance. AccuDock floats can be pressure washed or cleaned with a
stiff bristle brush and simple green cleaner. If left in salt water conditions,
barnacles suggested to be scraped off as needed. Tips on maintaining your floating
dock and gangway can be found on page 8.

#### FREQUENTLY ASKED QUESTIONS (FAQ) – CONTINUED

#### Do your docks get hot in the sun?

Our floats are white in color providing a cooler surface temperature. If your system is
decked it will retain heat similar to a comparable color-toned wood deck. Darker
colors will retain more heat regardless of the product.

#### Are the floating dock and gangway surfaces slippery when wet?

The top surface of an AccuDock is made using a non-skid, HDPE plastic which is designed to prevent slipping. Our PVC decking is also impervious to moisture.
 However, any surface can obtain build up over time if not taken care of properly.
 To prevent slippery conditions, it is recommended to maintain your floating dock when you notice any dirt or other debris on the surface.

#### Can my AccuDock stay in the water over the winter months?

Yes, an AccuDock will draft roughly 1" and pop to the surface if the water freezes.
 AccuDock's floating docks are designed to maximize convenience, durability,
 versatility, and ease. They can be left in the water over the winter safely. For additional information on preparing your floating dock for the winter see page 6.

#### How does the AccuDock handle saltwater conditions?

Our marine grade aluminum is not submerged in the water, and therefore not
consistently subjected to corrosion. The AccuDock warehouse is in Pompano Beach,
Florida, right off the Atlantic Ocean and has had floating docks in the intercostal
waterways, free of any problems.

#### Do your docks have a warranty?

 Absolutely, AccuDock is proud to be a made in the USA product and we stand behind our products 100%. Our Warranty can be found on page 17.

#### What should I do if my package or items arrive with damage from shipping?

– Inspect the material delivery from AccuDock immediately. If your shipment has damages upon arrival, please ensure to notate in writing on your delivery receipt from the carrier. (This must be done when the driver provides you with the paperwork for signage.) Any aspect of the material not acceptable must be specifically notified to AccuDock within 24 hours of delivery. AccuDock shall then be given a reasonable opportunity to address any issues. Please make sure to take pictures of your shipment and provide them to AccuDock when contacting us to address your damages.

#### Am I able to return my dock if I change my mind?

All AccuDock Sales are final. We do not accept returns. We stand behind our
 Products 100%. Your satisfaction with your purchase is extremely important to us. If
 you are unsatisfied with your purchase for any reason, please contact our office.

#### WE'D LOVE TO SEE IT!

In today's world we understand that you are very busy and understand your time is precious. However, if you could take a few moments out of your day to help us we would be eternally grateful.

A few ways that you can help us is by sending us a testimonial and photographs of your new Floating Dock and/or Gangway. Of course, telling your friends and family about us too is an additional benefit we'd be thankful for!

Your testimonial and photographs can be emailed to Info@AccuDock.com. We take privacy seriously and will only use these photographs for our marketing materials.

#### What's in it for you?

Every month we have a contest on the photos we receive. The customer with the best photo will receive a \$20 Visa Gift Card! Winners are announced on social media with the photo and winners name.

#### POST-DELIVERY OR INSTALLATIONS PROBLEMS

AccuDock is solely responsible for the manufacturing of your Floating Dock and/or Gangway, arranging the shipment and recommending Contractors for your installation. AccuDock is not a licensed Contractor and does not handle installation of your Floating Dock/Gangway. In the instance you should need a repair please contact the Contractor who handled your initial installation. If there is a part on your Floating Dock/Gangway that needs to be replaced, you should contact us directly.

#### ASSISTANCE REQUESTS

In the instance a part of your Floating Dock/Gangway should break or fail you will need to follow these steps before we can assist you.

- 1. Take photos of the broken part/s
- 2. Locate the invoice number for your purchase
- 3. Find the name of your Sales Representative
- 4. Email all of the above information to Sales@AccuDock.com

This information is needed to find your order and for us to help you in the best way possible. Please be sure to fill out these details in the front of your User Manual so you can have on hand in case you need to submit a request.

#### TERMS AND CONDITIONS

- (1) DAMAGE TO ACCUDOCK'S MATERIALS: The Customer shall be fully responsible for the costs of any damage to ACCUDOCK's materials caused by Customer, its agents, contractors, subcontractors or third parties. Customer assumes the risk of loss or damage resulting from fire, theft, misuse, abuse, natural elements, or vandalism.
- (2) COMPLETION AND ACCEPTANCE. Customer shall immediately inspect the material delivery from ACCUDOCK and any aspect of the material not acceptable to Customer must be specifically noticed in writing to ACCUDOCK within 2 days of ACCUDOCK's delivery. ACCUDOCK shall then be given a reasonable opportunity to address such issue. A full and complete acceptance of the material shall be presumed upon the Customer making payment. ALL SALES ARE FINAL
- (3) PAYMENT. Residential Customers must pay in full before ACCUDOCK ships any materials. Cancellation of purchase by credit card is subject to a 10% cancellation fee. Commercial Contractor Customers who are approved for credit must pay 30 days after ACCUDOCK render sits invoice. All Customers shall be responsible to pay interest at the rate of 1½% per month (18% per annum) on any unpaid amount and to pay all costs and expenses, including but not limited to reasonable attorney's fees and costs, incurred by ACCUDOCK in collecting any outstanding amount due under this Agreement, or enforcing its rights hereunder, including but not limited to its lien rights, with or without suit. Proper venue for any litigation stemming from this Agreement will be a court of competent jurisdiction in Broward County, Florida.
- (4) WARRANTY. ACCUDOCK warrants to Customer only that all material furnished by it will be of standard quality, type and condition, free from defects. There is no warranty on items purchased contrary to ACCUDOCK's recommendation. There is no warranty if the total Agreement price is not paid in full or if the material supplied by ACCUDOCK is misused, abused, modified, not protected or not maintained. EXCEPT AS SPECIFICALLY PROVIDED HEREIN ANDWITHIN ACCUDOCK'S PRINTED WARRANTY ATTACHED, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIESOF MERCHANTABILITY OR FITNESS FOR A PARTICULARPURPOSE. ACCUDOCK WILL NOT BE RESPONSIBLE FOR ANYSPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ANDANY CLAIM AGAINST ACCUDOCK OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENTVALUE OF ITS MATERIAL AND ONLY IF SUCH MATERIAL ISFOUND TO BE DEFECTIVE.
- (5)INCREASES/AVAILABILITY. If material which ACCUDOCK is required to furnish under this Agreement becomes unavailable, either temporarily or permanently, subsequent to the execution of the Agreement, through causes beyond the control and without the fault of ACCUDOCK, then in the case of temporary unavailability, the Agreement time shall be extended for such period of time as ACCUDOCK shall be delayed by such unavailability; and in the case of permanent unavailability, ACCUDOCK shall be excused from the requirement of furnishing such materials. The Customer agrees to pay ACCUDOCK any increase in cost of the material which has become permanently unavailable and the cost of the closest substitute which is then reasonably available. If any changes are made by altering, adding to or deducting from the material initially ordered, the Agreement price shall be adjusted accordingly. Lead times are beyond the control of ACCUDOCK and delivery dates are approximate.
- (6)PRIOR AGREEMENTS/AMENDMENTS. This Agreement contains the entire agreement between the parties and supersedes and replaces any and all prior agreements, whether oral or written. The Agreement may only be amended or modified by a written agreement executed by all parties. Oral representations may not be relied on. Failure to enforce all or any of the terms or conditions of this Agreement shall not be interpreted as a waiver of their continuing effect thereof.

(7) LIMITATION OF LIABILITY. ACCUDOCK's liability in any action related to this Agreement or the material supplied hereunder, shall in no event exceed the amount of the Agreement and such liability may be fully discharged by a reimbursement of any payments received by ACCUDOCK under this Agreement. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for ACCUDOCK's own negligence. Notwithstanding anything else to the contrary. ACCUDOCK shall have no liability or responsibility for any damages caused by others or for damages either before, during or after said material is supplied, including but not limited to structural faults, strikes, war, Acts of God, sudden rain, wind storms, vandalism, theft or any event beyond ACCUDOCK's reasonable control. ACCUDOCK shall not be liable for any damages resulting from the incompatibility with the Customer's existing conditions. Any interruption or delay in the delivery which results in additional cost and is not the fault of ACCUDOCK, or which is beyond the reasonable control of ACCUDOCK, will be billed to the Customer as an extra cost.

#### (8) RIGHTS, RESPONSIBILITIES AND DISCLAIMERS.

- A. ACCUDOCK disclaims responsibility for conditions which are hidden or otherwise not specifically communicated to ACCUDOCK, and for variations in color, texture, graining and finish between samples, showroom items, webpage photos and those delivered at Customer's location. Exact matches are not guaranteed.
- B. Customer acknowledges and agrees that its failure to make timely payments to ACCUDOCK shall constitute a material breach of this Agreement.
- C. Customer shall be responsible for all preparations necessary and preliminary to ACCUDOCK's delivery of its materials. All materials are forwarded for curbside delivery and all customers must sign and acknowledge receipt of ACCUDOCK's delivery instruction sheet.
- D. Customer agrees it shall not delay delivery by ACCUDOCK and Customer understands that ACCUDOCK shall not entertain requests for delayed deliveries to accommodate Customer's schedules. All materials shall be shipped by ACCUDOCK when ready. If ACCUDOCK is unable to ship when the materials are ready because of a third party delay or Customer's inability to accept delivery, the Customer understands and agrees that ACCUDOCK may assess Customer daily storage charges of \$250.00 per day.
- E. It is understood and agreed that ACCUDOCK shall receive written notice of any breach, default or failure to perform, specifying in detail ACCUDOCK's unsatisfactory performance and providing a reason able opportunity for ACCUDOCK to cure such unsatisfactory issue, and ACCUDOCK must fail to commence and diligently pursue a cure, before ACCUDOCK shall be considered in breach or default, and before Customer may withhold payments from ACCUDOCK
- F. Any controversy or claim shall be resolved by first submitting same to mediation before an impartial mediator selected by both parties (who shall equally share the mediator's fees and costs). Mediation to take place in Broward County, Florida.
- G. The prevailing party in any action taken by a party to this Agreement to enforce or interpret the terms of this Agreement shall recover its reasonable legal fees and costs from the other party.
- H. If Customer fails to comply with these terms and conditions or if Customer's credit becomes unsatisfactory in ACCUDOCK's sole discretion, then ACCUDOCK reserves the right to terminate or suspend its delivery upon notice to Customer.
- I. Customer certifies it is financially solvent and it will immediately advise ACCUDOCK if it becomes insolvent or unable to promptly pay its bills.

#### WARRANTY

#### 1. Coverage

AccuDock ("The Company") expressly warrants to the Customer that the produces purchased from Company ("Products") will be free from defects in materials and workmanship. The commencement date of the warranty is the date of first purchase by Customer from the Company and extends for a period of 12 years on floatation items, 7 years on aluminum assemblies, and 2 years on the basic structure of the item. Any implied warranties, to the extent they exist and are legally enforceable, for merchantability, workmanship, or fitness for intended use on any Products shall terminate on the same date as the express warranty stated above. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

#### 2. Company's Obligations

If a covered defect occurs during the above noted warranty periods, the Company at its sole option agrees to replace or refund the Customer for the defective item. The Company's total liability under this warranty is limited to the purchase price of the Products. The choice among replacement or payment is the Company's. Any steps taken by the Company to correct defects shall not act to extend the term of this warranty. Costs to ship replacement Products is responsibility of Customer.

#### 3. Customer's Obligation

The Company must be notified in writing, by the Customer, of the existence of any defect before the Company is responsible for the correction of that defect. Written notice of a defect must be received by the Company within fourteen (14) calendar days after delivery of the Products. Telephone messages, emails or faxes are not acceptable. No action at law or in equity may be brought by the Customer against the Company for failure to remedy or repair any defect about which the Company has not received timely notice in writing. The Customer must provide the Company with access to the defective Products during the Company's normal business hours.

#### 4. Exclusions

The following items are excluded from this limited warranty:

- a. Defects in any item that was not part of the original Products as supplied by the Company or damage resulting from alteration of the Products performed other than at an AccuDock manufacturing facility.
- Any defect or malfunction caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or in action, improper installation, or willful or malicious acts by any party other than the Company or its employees.
- c. Normal wear and tear.
- d. Loss or damage caused by acts of God, including but not limited to storms, hurricanes, floods, storm surges, fire, explosion, accidents, falling or floating debris, and impact with watercraft, machinery or vehicles.
- Any defect or damage caused by nuisance, misuse or use for something other than the Products intended purpose.
- f. Any damage to the extent it is caused or made worse by the failure of anyone other than the Company or its employees or agents to comply with the requirements of this warranty.

- g. Failure of Customer to take timely action to minimize loss or damage or failure of Customer to give the Company timely notice of the defect.
- h. Insect, animal or storage damage.
- i. Costs associated with removal of defective Products or reinstallation.
- j. Superficial rippling or superficial warping.
- k. Custom orders and designs.
- l. Accessories and added or connected items.

#### 5. Exclusive Warranty

This warranty is limited and is non-transferable. THIS LIMITED-WARRANTY IS CUSTOMER'S SOLE AND EXCLUSIVEWARRANTY REGARDING THE PRODUCT AND IS IN LIEU OFANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHERWARRANTY OF QUALITY. ALL WARRANTIES OTHER THANTHIS LIMITED WARRANTY (INCLUDING ALL IMPLIEDWARRANTIES LISTED IN THE PREVIOUS SENTENCE) AREEXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENTLOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIESMAY NOT BE EXCLUDED OR DISCLAIMED, THOSEWARRANTIES ARE LIMITED IN DURATION TO THE SHORTEROF (i) THE DURATION OF THE EXPRESS WARRANTYPROVIDED IN THIS LIMITED WARRANTY OR (ii) THESHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL COMPANY BE LIABLE TO ANY PERSON ORENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY INTORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF COMPANY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO COMPANY FOR THE PRODUCT IN QUESTION.

#### 6. Dispute Resolution

The Customer shall promptly contact the Company's warranty department regarding any disputes and both Customer and Company shall agree on a day and time to discuss the dispute. If discussions between the parties do not resolve such dispute, either party may, upon written notice to the other party, submit such dispute to mediation before a jointly selected certified mediator at a location mutually agreed upon by the parties. The expenses of the mediator shall be shared equally, but each party shall bear its own legal fees and costs. If the mediator declares an impasse, then the parties may seek resolution of the dispute through a court of competent jurisdiction within Broward County, Florida, with the prevailing party in any such action being entitled to recover its reasonable attorney's fees and costs from the other party.



# FOR MORE INFORMATION CALL 954.785.7557 OR EMAIL SALES@ACCUDOCK.COM WWW.ACCUDOCK.COM