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RNR-Marine, Inc. Sales Agreement

RNR-Marine™, Inc. (“**RNR-Marine**”) is pleased to provide quality marine products. By purchasing a product from RNR-Marine, you (“**Buyer**”) agreed to this agreement (“**Agreement**”), as specifically stated in your sales order (“**Order**”):

Application: RNR-Marine products are designed to be safe when properly installed according to the product specific RNR-Marine Installation Guide provided with each purchase, and when installed in an appropriate, RNR-Marine approved application.

The Buyer understands that it is the Buyer’s responsibility to install this product themselves, in accordance with the installation instructions provided by RNR-Marine. RNR-Marine is not responsible for travel, installation costs, damages to property or other costs incurred by the Buyer or through installation or usage of the product. RNR-Marine cannot be responsible for damage or injuries caused by improper or inappropriate installation. Buyer takes full responsibility for the stability of their boat, its center console, mounting rails, poling platform, existing top frame, etc. as well as the proper installation and operation of the RNR-Marine product for the life of the boat and product after installation.

Availability and Cancellation: Should a product (“**Item**”) not be in stock, the Buyer will be notified within three (3) days of the Order date and may elect, within three (3) days, to cancel the Item in question or the entire Order or wait until the Item is available for delivery. If the Buyer elects to wait, the Item and Order may NOT be cancelled thereafter, and the delivery date shall be as specified by RNR-Marine.

Should RNR-Marine determine that an Item is inappropriate for the proposed application, or the appropriate Item is determined not to be available at all, RNR-Marine may cancel the Item. If the Item is part of a larger order, RNR-Marine shall confer with the Buyer to determine if the entire Order shall be cancelled or just the single Item. If RNR-Marine does not have the item(s), a Full Refund will be issued for the Item or entire Order via the same payment method used by the Buyer to make payment.

Since most products are made-to-order in customer specific colors, shapes and sizes, we cannot allow cancellations once the order is entered into our production queue (1 day after order is placed). Cancellations within this 1 day period are subject to a \$25 cancellation fee, and a Partial Refund issued for the Item or entire Order via the same payment method used by the Buyer to make payment.

Delivery, Shipping and Handling: RNR-Marine will ship complete Orders within the time period specified in the Order from the date that payment is confirmed, based on availability (typically 1-3 weeks for Boat Top Frames and 2-6 weeks for Canvas). RNR-Marine may ship individual Items separately or together at its discretion.

RNR-Marine will ship using the shipper and shipping method of its choice. If you desire expedited shipping, RNR-Marine will arrange for this and charge you an increased amount accordingly.

RNR-Marine will quote and charge a total shipping/handling charge, which includes minimal handling fee, estimated shipping costs based on shipper’s quote (or prior charges for the same product to similar locations) plus shipper’s actual insurance charge. RNR-Marine will deliver products to the following addresses:

- Cash, Money Order or Check payments: any name and address designated by the Buyer,
- Credit Card payments: a name and address verified by the Credit Card through PayPal®, our payment processor. This is the billing address or an "alternate shipping address" setup by the Buyer through their Credit Card Company prior to purchase.

RNR-Marine will only ship using the shipper’s insurance to avoid any damage issues. All items are shipped in new, excellent working condition, as reflected by the shipper’s acceptance of the item for shipping.

RNR-Marine will only ship to the address provided at the time of purchase. The “ship to” address cannot be changed later, as this address is verified by the Credit Card company and/or PayPal.

If any damage is noted upon receipt of the product(s), you may elect not to receive the product from the Shipping Company and instead request repairs/replacement for your damage directly from the Shipping Company. If you receive a damaged item, you must notify the Shipping Company directly, as well as RNR-Marine for tracking purposes. It is then the Shipping Company’s responsibility to contact RNR-Marine to arrange repair or replacement.

Damage in shipping is not RNR-Marine’s responsibility, and items damaged in shipping which are sent back to RNR-Marine will NOT be accepted, but will be returned by the shipper to you at your expense.



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Return Policy:

30-Day “Top Products” Return Policy: RNR-Marine values our relationship and offers a return policy (“**Return**”) for top products and hardware accessories (“**Top Products**”), including T-Topless™, Montauk-T-Topless™, Shadow™, Montauk-Shadow™ and Flats-Top™, that you purchase directly from RNR-Marine. Under this policy you may, within thirty (30) days from the date on the packing slip or invoice, return to RNR-Marine all top hardware, accessories, peripherals and parts that you purchased directly from RNR-Marine that are unopened and still in its/their sealed package for a credit or a refund of the purchase price paid, less shipping and handling, applicable restocking fees and any repair costs to return the product to new condition.

Unless the product is defective or the return is a direct result of an RNR-Marine error, a restocking fee of 15% may be charged on hardware, accessories, peripherals and parts still in its/their sealed package.

“Canvas” No-Return Policy: RNR-Marine offers brand-new Factory Original-Equipment-Manufacturer (“**OEM**”) or patterned custom (“**Custom**”) canvas products for specific manufacturer, model and year of boats. All OEM and Custom canvas is made to the specific customer’s order (make, model, year, fabric, color). Since all canvas is made to your specific order, RNR-Marine does not accept returns of any canvas products.

RNR-Marine does not accept returns of canvas ordered to fit a specific make/model/year Factory Original-Equipment-Manufacturer (OEM) boat or boat top frame, but installed (or attempted to install) on a different make/model/year boat, windshield or some other brand or model of after-market boat top frame. Some boat dealers offer their own boat top frames, which are NOT factory Original-Equipment. RNR-Marine does not have patterns for these, and cannot accept returns of Factory-OEM canvas which did not fit these frames. Our web-site www.RNR-Marine.com has an extensive on-line library of images (when you picked your canvas) of Factory OEM boats, windshields and top frames to help determine if your boat has the Factory OEM equipment (top or windshield)

Canvas damaged incurred during shipping should be reported immediately to the Shipping Company, who will arrange and pay for repair or replacement.

Return Process: To return Items, you must contact the dealer you purchased the Item(s) from.

If you purchased from a dealer other than RNR-Marine (“**Dealer**”), contact the Dealer and make arrangements for return with the Dealer. Do not contact RNR-Marine if you purchased your Items from a Dealer.

If you purchased direct from RNR-Marine, then contact RNR-Marine (www.RNR-Marine.com/Contact.html) to review the Return and receive a Credit Return Material Authorization (“**CRMA**”) number within the return policy period applicable to the Item you want to return. You must obtain a CRMA number in order to return the Item(s), and ship the Item(s) to RNR-Marine within five (5) days of the date that RNR-Marine issues the CRMA Number:

- Ship back **all** Items you are seeking to return to RNR-Marine. At RNR-Marine's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing and any unadvertised discounts or concessions.
- Return the Item(s) in its original packaging, in as-new condition along with any mounting hardware, documentation, and all other items that were included in the original shipment.
- Ship the Item(s) at your expense, and insure the shipment for its full value.

Upon receipt of the complete returned Item(s), RNR-Marine will issue a credit or a refund (at your discretion) of the purchase price paid, less shipping and handling, applicable restocking fees and any repair costs to return the Item(s) to new condition.

Items returned to us without a CRMA Number will NOT be accepted, but will be returned by the shipper to you at your expense.



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Limited Warranty:

10-Year Limited “Top Products” Frame Warranty: All Top Products are formed, properly TIG welded, polished, closely inspected to drawing dimensions to meet the specifications stated on our web-site, lights tested (where applicable), provided with appropriate stainless steel installation hardware and carefully packed to prevent damage in shipping.

Top Products Warranty Protects: This warranty protects the structural integrity of RNR-Marine Top Products (stainless steel boat top frames, including the T-Topless™, Montauk-T-Topless™, Shadow™, Montauk-Shadow™ and Flats-Top™), against becoming unservicable due to weld or tubing breakage caused by material or manufacturing defects occurring after proper installation in an approved application through normal, safe usage.

Top Products Warranty Does Not Cover: This warranty does not cover: shipping damage (claim must be made with shipper); mounting hardware (screws, bolts, nuts, washers, lacing cord, etc.), lights, bulbs and wiring; rod holders; or the canvas itself (which is covered by the canvas manufacturers' warranty).

This Top Products Warranty Does Not Cover: Top Products installed in an unapproved applications (aluminum grab rails for example); improper installation (not per provided Installation Guide); installation on console, platform or grab rails that have been modified from factory original; products with missing or altered factory Serial Numbers; products for which RNR-Marine has not received payment; secondary owners of the product.

This Top Products Warranty Does Not Cover: Top Products or Canvas damage during installation; damage from failure to follow directions or observe cautions and warning on installation and usage; damage when towing; damage caused through neglect and lack of Routine Inspections prior to use; damage caused by lack of proper “**Routine Inspections, Scheduled Maintenance & Cleaning**” as outlined at <http://rnr-marine.com/Maintenance.shtml> (visually checking pivot bolts, check/greasing pivot bolts annually, routine cleaning - especially in saltwater for example); damage from an accident, misuse or abuse; damage caused by electrical shock or corrosion; damage from excessive speed (highway speed limit); damage from towing with Spray-Shield in place; damage caused during U.S. Coast Guard (“USCG”) specified Small Craft Advisories, Gale, Storm or Hurricane Warnings; damage from customization or mounting 3rd party gear to the top; damage caused by loss of fasteners (screws, bolts, nuts, and lacing cord); or costs associated with normal care and cleaning or replacement of Sunbrella®, Weblon® or Stamoid® fabric, including labor and installation.

This warranty does not cover nor extend to incidental or consequential damage.

Top Products Warranty Coverage: This warranty covers all Top Products (stainless steel top frames including T-Topless™, Montauk-T-Topless™, Shadow™, Montauk-Shadow™ and Flats-Top™) manufactured by RNR-Marine, Inc. since 2007, for a period of 10 years from the date of purchase.

6-Month Limited “Canvas” Warranty: All Canvas is closely inspected prior to shipment, to insure the product matches the OEM factory or custom pattern precisely (within ¼”), all seams are properly sewn, grommets properly installed, snaps seated and installed at OEM or Custom pattern locations, all zippers working and meshing properly and carefully packed to prevent damage in shipping.

Canvas Warranty Protects: This warranty protects the integrity of RNR-Marine Canvas products against becoming unservicable due to seam or grommet failure caused by material or manufacturing defects occurring after proper installation in an approved application through normal, safe usage.

Canvas Warranty Does Not Cover: This warranty does not cover: shipping damage (claim must be made with shipper); or mounting hardware (lacing, etc.).

This Canvas Warranty Does Not Cover: Canvas installed in an incompatible applications (canvas made for one boat or frame used on another boat or frame for example); snaps which do not line up properly (RNR-Marine installs the snaps within ¼” of where the original factory OEM pattern specifies); improper installation (not per provided Installation Guide); products with missing or



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altered factory Part Number and Date Tags; products for which RNR-Marine has not received payment; secondary owners of the product.

This Canvas Warranty Does Not Cover: Canvas damaged during installation; damage from failure to follow directions or observe cautions and warning on installation and usage; damage when towing (especially front Spray-Shields, Gull-Wings and Side/Aft Curtains which MUST be rolled up or removed for towing); damage caused through neglect; damage caused by lack of proper “**Routine Inspections, Scheduled Maintenance & Cleaning**” as outlined at <http://rnr-marine.com/Maintenance.shtml> (visually checking canvas and lacing and routine cleaning - especially in saltwater for example); damage from an accident, misuse or abuse; damage caused by electrical shock or corrosion; damage from excessive speed (highway speed limit); damage from towing with Spray-Shield in place; damage caused during U.S. Coast Guard (“**USCG**”) specified Small Craft Advisories, Gale, Storm or Hurricane Warnings; damage from customization or mounting 3rd party gear through the canvas; damage caused by loss of fasteners (screws, bolts, nuts, and lacing cord); or costs associated with normal care and cleaning or replacement of Sunbrella®, Weblon® or Stamoid® fabric, including labor and installation.

This warranty does not cover nor extend to incidental or consequential damage.

Canvas Warranty Coverage: This warranty covers Canvas manufactured and sold by RNR-Marine, Inc. since August 2012, for a period of 6 months from the date of purchase.

Warranty Registration: Products must be registered for warranty by sending photographs* of the installed product to verify proper installation to RNR-Marine (mail or Email) within 3 months of purchase. A “**Certificate of Warranty**” will be issued upon verification of a safe, stable “**Warranted Installation**”. Products not registered for warranty will not be covered by warranty. Installations modified from the Warranted Installation will not be warranted. The warranty period is not extended if RNR-Marine or its assigns repair or replace a warranted product or any parts.

- Photographs submitted for warranty registration shall become the property of RNR-Marine, Inc. and may be used in its marketing materials after any identifying marking (registration numbers) have been removed from the photos.

Limitations to the Warranty: RNR-Marine's liability is expressly limited to this warranty,. RNR-Marine reserves the right to inspect the items submitted for claim. RNR-Marine reserves the right to determine if damage occurred through normal use or from improper installation, normal use (scratches, tears for example) or obvious misuse or abuse (dents, rips for example). RNR-Marine does not cover repairs or modifications to its products made by Buyers, owners, users or other unauthorized persons or businesses. RNR-Marine has tested its properly installed products at safe, normal and legal highways speeds and does not cover any damage to any vessel in any case, since RNR-Marine is not responsible for mounting of these products. In no event shall RNR-Marine be liable for loss of use of its consumer product nor other incidental or consequential costs, expenses or damages incurred by any person. Proof of purchase may be required.

Who These Warranties Protect: These warranties protect the original Buyer of any RNR-Marine product who has been issued a “**Certificate of Warranty**” from RNR-Marine, Inc. upon verification of proper installation.

What we will do: If RNR-Marine determines that its product is defective and repairs are warranted, RNR-Marine will, at its sole discretion, repair, replace or authorize specific repairs to the Item alone by its selected third party firm per RNR-Marine's instructions. Glen Raven® and Phifer® only supply new equivalent material to replace any fabric that becomes unserviceable, so RNR-Marine will only reduce the price of a replacement canvas or gear loft by the replaced fabric value, after approval by the respective fabric manufacturer.

Who to Contact: For warranty claims, contact the dealer you purchased the product from, or your RNR-Marine sales or customer service representative if purchased direct.

Exclusive Warranty: No representative has authority to make any representation, promise or agreement on RNR-Marine's behalf except as stated in this Limited Warranty. This warranty (explicitly referred to in your RNR-Marine Sales Agreement) is the only warranty for RNR-Marine products. If you require warranty service prior to expiration of the limited warranty period, please contact the dealer you purchased the



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product(s) from or RNR-Marine if purchased online or direct from RNR-Marine (www.RNR-Marine.com/Contact.html).

Warranty Return: In the event that RNR-Marine determines that a return is necessary to repair or replace the item, RNR-Marine will issue a Return Material Authorization (“**RMA**”) number to the original Buyer and arrange for pickup. Items sent to RNR-Marine without an Return Material Authorization (RMA) Number will NOT be accepted, but instead will be returned by the shipper to you at your expense.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY LOCATION. RNR-MARINE'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. RNR-MARINE DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH RNR-MARINE IS RESPONSIBLE.

Privacy Policy: RNR-Marine takes your privacy seriously. RNR-Marine does not rent, sell, or share personal information about you with other people or non-affiliated companies except to provide products or services you've requested. RNR-Marine does not collect or store critical information such as Social Security Numbers, Date of Birth or Credit Card Numbers. RNR-Marine uses all reasonable methods to insure the privacy and security of the data collected to ship your product.

RNR-Marine™ is the sole operator of the RNR-Marine Web sites, with hosting and various services provided by GoDaddy.com®, Google®, PayPal®, eBay® and StatCounter.com®, who operate under their own privacy and security policies, and the way they may collect and use information can be further evaluated at their sites.

Disputes, Arbitration, Governing Law, Jurisdiction, Venue and Limitations: All disputes shall be arbitrated by PayPal® before escalation to legal action. This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina. The Buyer agrees and consents to the exclusive jurisdiction of the courts of the State of South Carolina for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in Charleston County, South Carolina. Damages shall not exceed the value of the product purchased in any case.