

QUANTUM SAILS LIMITED WARRANTY

[FOR CUSTOMER REVIEW PURPOSE ONLY]

Valid warranty certificates may be obtained from the "My Q Account" feature on the Quantum website, www.quantumsails.com, or by contacting the Warranty Department at Quantum Sails.

Quantum Sails is committed to producing quality sails using the finest materials and workmanship. Accordingly, Quantum Sails 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, Quantum Sails will correct the defect or, at Quantum Sails' 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.

Quantum Sails' dealers are not authorized to replace Quantum® sail products without prior approval from Quantum Sails. Any Quantum® sail product to be warranted must be returned to a certified Quantum Sails service loft for evaluation. Upon inspection, Quantum Sails will replace the product, repair the product, credit the account, or return the product as is. Quantum Sails cannot replace products due to incorrect sizing if the original purchaser fails to promptly inspect the sail product immediately upon receipt, and notify Quantum Sails within sixty (60) days of an incorrect sizing problem.

RETURNS

If you have a Quantum® sail product that you think should be considered for warranty, please take it back to the Quantum Sails dealer where you purchased it with your proof of purchase documentation. If this is not possible or practical, please call Quantum Sails at 888.773.4889, and ask for the Warranty Department to request a return authorization number to include with your product and proof of purchase documentation.

Quantum Sails will not accept returned products without a return authorization number clearly marked on the outside of the box or proof of purchase documentation. 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 Quantum Sails 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 Quantum Sails. Quantum Sails cannot be responsible for packages until they arrive at Quantum's warranty department.

QUANTUM SAILS' EU WARRANTY POLICY

Under European Union (EU) consumer law, the original purchaser has full statutory warranty rights for two years from the delivery of the Quantum® 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.



QUANTUM SAILS LIMITED WARRANTY

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 Quantum 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 Quantum Sails 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 Quantum sail product was purchased.

WARRANTY LIMITATIONS (ALL PURCHASES)

Quantum 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.

This warranty does not cover labor 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. Quantum Sails and its 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, Quantum Sails and its 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 Quantum Sails 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 Quantum Sails directly, as indicated below.

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 Quantum Sails.

THERE ARE NO EXPRESS WARRANTIES, WHETHER WRITTEN OR ORAL, OTHER THAN THIS PRINTED LIMITED WARRANTY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL QUANTUM SAILS OR ITS QUANTUM DEALERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR COMMERCIAL LOSS; TO THE FULL EXTENT THOSE DAMAGES CAN BE DISCLAIMED BY LAW.

Some countries/states do not allow the exclusion or limitation of incidental or inconsequential damages, or limitation of the duration of implied warranties, so the preceding limitations or exclusions may not apply to you.

The warranty provided does not affect the consumers' statutory rights under the applicable legislation in force nor the consumers' rights against the dealer arising from their sales/purchase contract.

CONTACT INFORMATION

Quantum Sails
1576 International Drive
Traverse City, MI 49686
231.941.1222 | 888.773.4889

This document is not a valid warranty; this is a review copy only. Valid warranty certificates may be obtained by the original purchaser upon completion of their purchase from the "My Q Account" feature on the Quantum Sails website, www.quantumsails.com, or by contacting the Warranty Department at Quantum Sails.

