

Guarantee Terms

### **Thank You**

For choosing and having Gtechniq Marine coating products installed on your vessel.

## In this guarantee

Application Date means the date of first application of the Coatings to your boat.

Date of Registration means the date the first owner of the boat was registered in a recognised boat ownership database.

**This Guarantee** is only applicable to vessels where Gtechniq Marine Ceramic Base and Ceramic Top have been installed by an authorized Gtechniq Marine Certified Installer.

#### **Gel Coated Boats**

The guarantee period for gel coated boats is:

36 months, if on the Application Date:

- It was a newly built boat
- you are the first owner of the boat
- you owned the boat for less than 2 years
- the Date of Registration and the Coatings were applied within 90 days of purchase of the boat

### 18 months, if on the Application Date:

- the boat was less than 5 years old as determined by the Date of Registration; or
- the boat was less than 2 years old as determined by the Date of Registration but the actual Date of Registration on application of the Coatings was over 90 days from the date of purchase by you of the boat

#### **Painted Boats**

Your guarantee for a painted boat will be valid for:

**36 months,** if on the Application Date:

Either: all these criteria apply:

- it was a newly built boat bought from an authorized dealer
- you are the first owner of the boat
- you owned the boat for less than 2 years



**Guarantee Terms** 

- The Date of Registration and the Coatings were applied within 90 days of the boat's purchase.

#### or:

- the boat was newly painted by a contractor authorized by the paint manufacturer in the 6 months immediately preceding the Application Date.

**18 months,** if on the Application Date the boat was newly painted in a good and workmanlike manner by a contractor authorized by the paint manufacturer within the previous 5 year period.

#### This guarantee covers:

- ✓ Coated area surface discolouration or fading representing a 25%, or more, decline as based upon the color density measurements taken at time of job completion.
- ✓ Coated area gloss readings that have fallen below 60% as recorded on a 60° gloss meter tool.
- ✓ Guarantee will provide for appropriate materials and labor costs to correct defective area(s), up to a maximum representing the original application costs.
- ✓ Guarantee is effective for jobs completed by Gtechniq Marine Certified Installers who hold (held) such recognition as listed within Gtechniq's database and on the public website
- ✓ Guarantee is applicable only to recreationally registered vessels in the United States, Canada, Australia, and the European Union.
- ✓ Guarantee is not applicable to vessels used in commercial endeavors.
- ✓ Guarantee is only applicable to coated surfaces above the water line.

#### To benefit from this guarantee, you must:

- ✓ Have had both Ceramic Base and Ceramic Top installed on applicable vessel by a
  Gtechniq Marine Certified Installer
- ✓ Registered your coated vessel in our Guarantee database within 7 days of the application date. Click Here To Register
- ✓ Uploaded at least 10 photographs of the coated areas to include bow, stern, each hull side, top deck, and other applicable areas.
  - Uploaded a picture of the vessel's HIN (Hull Identification Number)



**Guarantee Terms** 

- Uploaded either a copy of the product purchase receipt indicating the product serial number(s) and/or a picture of each product bottle with serial number(s) also pictured.
- ✓ As per the Gtechniq Marine Service Log provided by the Certified Installer at the
  job's completion, ensure that surface decontamination washes and coating
  "boosters" are performed on the subject vessel by a Certified Installer and jobs
  noted and signed on the Service Log.
- ✓ Coated surfaces are maintained in accordance to the guidelines set forth in the Gtechniq Marine Maintenance Guide, which can be found here.
- ✓ Make available, if requested, proof of the boat's purchase or paint job, in accordance with the Guarantee conditions above, to ensure all applicable criteria are met.

#### Note:

While we are not liable for defective product application, if you have used a Certified Installer and are unhappy with the quality of workmanship and the Certified Installer does not rectify, then, provided you notify us within 30 days of the Application Date, we will contact the Certified Installer on your behalf and attempt to help reach a resolution with the Certified Installer.

**Please also note** that our Certified Installers are independent businesses and, as such, we are not legally responsible for the quality of their workmanship.

### Exclusions, this guarantee does not cover:

- ✓ Reapplication of Coatings by anyone other than a Certified Installer selected by
  Gtechniq Marine (we shall endeavour to select a location reasonably convenient
  for you within the geographic area covered by this guarantee)
- ✓ Failure to maintain Coatings with our marine vessel surface products as set out in this guarantee and the Gtechniq Marine Maintenance Guide:
- ✓ Degradation caused by use of oxylic acid, caustic cleaners, harsh abrasive brushes, wash pads or any other product or application medium other than Gtechniq Marine vessel surface maintenance products
- ✓ Vessels used for any commercial purposes at any time or vessels intended
  for commercial use



**Guarantee Terms** 

- ✓ Manufacturing defects in your vessel's gelcoats and/or topcoats
- ✓ Accidental or malicious damage including, but not limited to, impact damage, fire and storm damage
- ✓ A claim other than by the vessel's registered owner.
- ✓ A claim not made in accordance with the 'How to Make a Claim' section below
- ✓ The performance of any reapplication or other remedial work other than in the UK, European Union, Canada, Australia or the United States, although this will not affect the guarantee in respect of cost of the Coatings themselves.

#### How to make a claim:

- ✓ Notify the Certified Installer who applied the Coatings in writing/email with full details of the Deterioration and provide clear photographs showing:
  - The Deterioration
  - Surfaces on which Coatings were applied (maximum of 10 photographs)
  - HIN (Hull Identification Number);
- ✓ You must provide proof of payment made by you to the Certified Installer for application of the Coatings on the Application Date.

Once the claim is received by the Certified Installer they will notify Gtechniq, who may choose to inspect the vessel and/or appoint a marine surveyor to carry out an inspection on our behalf. Such surveyor will be expected to act fairly within the context of this guarantee.

If your claim is approved, Gtechniq will comply with this guarantee and instruct a Certified Installer of our choosing and location to carry out the remedial work provided you ensure that the vessel is available and accessible for the appropriate time necessary so that the guaranteed work to be carried out.

#### Limit of our Liability

Gtechniq Marine's liability under this Guarantee will not exceed the cost of replacement Coatings and the original cost incurred by you for application of the Coatings by the Certified Installer on the Application Date.

This guarantee does not affect your legal rights under the Consumer Contracts regulations in relation to faulty or mis-described goods.



Guarantee Terms

If any provision in this Guarantee is found by a court or competent authority to be invalid or unenforceable, that provision shall be deemed not to form part of this guarantee nor affect its enforceability. This guarantee is governed by the laws of England and Wales.

## **Other**

Your personal data will be used for the fulfilment of this guarantee

This guarantee is given by Gtechniq Limited (company number 05749351), registered office:

The Mill Pury Hill Business Park, Alderton Road, Towcester, NN12 7LS