

Swift Cleat Limited Warranty

Thank you for your interest in the products and services of Tidewater Marine Sales, LLC ("Tidewater").

This Limited Warranty applies to the Swift Cleat, and only for the Swift Cleat, purchased from Tidewater or one of its affiliates. Tidewater stands behind the Swift Cleat product and offers the following limited warranty. Be advised that no agent, employee, or representative has the authority to offer any warranty or representations beyond those provided herein.

What does this limited warranty cover?

This Limited Warranty covers the failure of the Swift Cleat product due to a manufacturers' defect in material or workmanship, under normal and proper use and operation, that arises during the Warranty Period (as defined below).

What will we do to correct problems?

During the Warranty Period, Tidewater will repair or replace, at no charge to the customer, the Swift Cleat or parts of the Swift Cleat that prove defective due to defective material or workmanship. Tidewater shall make the determination whether to repair or replace. This shall be the exclusive remedy pursuant to this Limited Warranty.

How long does the coverage last?

Tidewater expressly warrants the Swift Cleat product for one full year from the date of purchase from Tidewater or one of its affiliates (the "Warranty Period").

A replacement Swift Cleat or Swift Cleat part shall assume the remaining Warranty Period of the original Swift Cleat, or 60 days from the date of replacement or repair, whichever is longer. For example, if the original Swift Cleat was purchased on January 1 and replaced on July 1 of the same year pursuant to this Limited Warranty, the replacement Swift Cleat will assume the remaining Warranty Period and shall be covered by a Limited Warranty from July 2 through December 31 of the same year. As a further example, if the original Swift Cleat was purchased on January 1 and replaced on December 1 of the same year pursuant to this Limited Warranty, the replacement Swift Cleat would be covered by a Limited Warranty for 60 days, because that is longer than the remaining Warranty Period it would otherwise assume.

What does this limited warranty not cover?

This Limited Warranty does not cover any issues caused by:

- Conditions, malfunctions, or damage not resulting from defects in material or workmanship.
- Failures due to corrosion or other environmental factors.
- Defects caused by accident, misuse, neglect, improper use or repair, or alteration by unauthorized users.
- Use of the Swift Cleat for anything other than a temporary or additional mooring for an already existing mooring solution.
- Tidewater is not responsible for any incidental or consequential damage caused by a failure of the Swift Cleat.

What do you have to do?

To obtain warranty service, notify Tidewater in writing within the Warranty Period, with a detailed description of the alleged defect in material or workmanship. The Swift Cleat and all parts must be mailed with proof of purchase to Tidewater for inspection and evaluation. Tidewater will assess and examine the returned product and, if it determines that the product is indeed defective, and that such defect is not caused by corrosion, environmental factors, accident, abuse, misuse, neglect, improper use or repair, or alteration by unauthorized users, then Tidewater will, at its option, repair or replace the defective product.