



FOIL WARRANTY

Limited Standard Warranty

Foil, Inc. ("Foil") warrants to the original purchaser of its hydrofoil surfboard that there will be **NO CHARGE** for any necessary **REPAIR, PARTS, LABOR OR MATERIAL**, due to any **MANUFACTURING** defect with your Foil hydrofoil surfboard (the "Product").

This Limited Warranty covers the surfboard fuselage portion of the Product for a period of thirty (30) days after purchase, and the battery, controller, powertrain, hydrofoil, and charger for a period of two (2) years after purchase. The original purchaser must promptly notify Foil in writing, during the warranty period, that there is a defect in material or workmanship. This Limited Warranty does not apply to damage resulting from accidental damage, alterations, misuse, or abuse of the Product. Dealers are not authorized to modify this warranty or make any additional warranties that are binding on Foil or its affiliates. Foil will have no obligation under this limited warranty to repair or replace the Product if the customer owes any balance to Foil for the purchase, repair, or shipping of the Product until such balance is paid in full.

For all warranty claims made by domestic U.S. customers, Foil will handle round-trip shipping at its own expense. Foil will not cover or pay shipping performed directly by any customer, or for any international shipping. For all warranty claims made by international customers, the purchaser is responsible for all applicable shipping costs, customs fees, duties, taxes, or VAT that may be due.

This is the **SOLE AND EXCLUSIVE** remedy available to the original purchaser during the warranty period for breach of this warranty. This warranty is **NON-TRANSFERABLE**.

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOIL DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH RESPECT TO THE PRODUCT. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES OF ANY TYPE OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL FOIL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND FOIL'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED

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WARRANTY OR THE PRODUCT WILL NOT EXCEED THE REPAIR OR REPLACEMENT OF THE PRODUCT.

Any commercial or rental use of the Product immediately voids Foil's obligations under this limited warranty, but does not void any limitations on warranty claims set forth in this limited warranty, including express, implied, and statutory warranties. If Foil suspects that the Product has been rented or used in a commercial setting, Foil may refuse to service or replace the Product under this limited warranty in its sole discretion.

FoilCare Extended Limited Warranty

Foil, Inc. ("Foil") warrants to the original purchaser of its hydrofoil surfboard that there will be **NO CHARGE** for any necessary **REPAIR, PARTS, LABOR OR MATERIAL**, due to any **MANUFACTURING** defect with your Foil hydrofoil surfboard (the "Product").

This Limited Warranty covers the surfboard fuselage portion of the Product for a period of thirty (30) days after purchase, and the battery, controller, powertrain, hydrofoil, and charger for a period of three (3) years after purchase. The original purchaser must promptly notify Foil in writing, during the warranty period, that there is a defect in material or workmanship. This Limited Warranty does not apply to damage resulting from accidental damage, alterations, misuse, or abuse of the Product. Dealers are not authorized to modify this warranty or make any additional warranties that are binding on Foil or its affiliates. Foil will have no obligation under this limited warranty to repair or replace the Product if the customer owes any balance to Foil for the purchase, repair, or shipping of the Product until such balance is paid in full.

For all warranty claims made by domestic U.S. customers during the extended limited warranty period, Foil will handle round-trip shipping at its own expense. Foil will not cover or pay shipping performed directly by any customer, or for any international shipping. For all warranty claims made by international customers, the purchaser is responsible for all applicable shipping costs, customs fees, duties, taxes, or VAT that may be due.

This is the **SOLE AND EXCLUSIVE** remedy available to the original purchaser during the warranty period for breach of this warranty. This warranty is **NON-TRANSFERABLE**.

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOIL DISCLAIMS ALL EXPRESS,

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IMPLIED, AND STATUTORY WARRANTIES WITH RESPECT TO THE PRODUCT. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES OF ANY TYPE OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL FOIL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND FOIL'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE REPAIR OR REPLACEMENT OF THE PRODUCT.

Any commercial or rental use of the Product immediately voids Foil's obligations under this limited warranty, but does not void any limitations on warranty claims set forth in this limited warranty, including express, implied, and statutory warranties. If Foil suspects that the Product has been rented or used in a commercial setting, Foil may refuse to service or replace the Product under this limited warranty in its sole discretion.

FoilCare+ Extended Limited Warranty

Foil, Inc. ("Foil") warrants to the original purchaser of its hydrofoil surfboard that there will be **NO CHARGE** for any necessary **REPAIR, PARTS, LABOR OR MATERIAL**, due to any **MANUFACTURING** defect with your Foil hydrofoil surfboard (the "Product").

This FoilCare+ Extended Limited Warranty covers surfboard fuselage portion of the Product for a period of thirty (30) days after purchase, and the battery, controller, powertrain, hydrofoil, and charger for a period of three (3) years after purchase. The original purchaser must promptly notify Foil in writing, during the warranty period, that there is a defect in material or workmanship. This Limited Warranty does not apply to damage resulting from alterations, misuse, or abuse of the Product. Dealers are not authorized to modify this warranty or make any additional warranties that are binding on Foil or its affiliates. Foil will have no obligation under this limited warranty to repair or replace the Product if the customer owes any balance to Foil for the purchase, repair, or shipping of the Product until such balance is paid in full.

In addition, this FoilCare+ Extended Limited Warranty covers accidental damage to the battery, controller, powertrain, and charger components of the Product for a period of three (3) years after purchase. The original purchaser must promptly notify Foil in writing, during the warranty period, that there is accidental damage to be repaired. This Limited Warranty does not apply to damage resulting from improper

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battery storage, alterations, misuse, or abuse of the Product. This FoilCare+ Extended Limited Warranty does not cover lost or stolen Products. Foil will charge a \$250.00 service fee for each accidental damage warranty claim made during the three year period of this limited warranty. No more than two (2) claims related to accident damage may be made during the three (3) year coverage period.

For all claims during the three (3) year coverage period under this FoilCare+ Extended Limited Warranty made by domestic U.S. customers, Foil will handle round-trip shipping at its own expense. Foil will not cover or pay shipping performed directly by any customer, or for any international shipping. For all warranty claims made by international customers, the purchaser is responsible for all applicable shipping costs, customs fees, duties, taxes, or VAT that may be due.

This is the **SOLE AND EXCLUSIVE** remedy available to the original purchaser during the warranty period for breach of this warranty. This warranty is **NON-TRANSFERABLE**.

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOIL DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH RESPECT TO THE PRODUCT. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES OF ANY TYPE OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL FOIL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND FOIL'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE REPAIR OR REPLACEMENT OF THE PRODUCT.

Any commercial or rental use of the Product immediately voids Foil's obligations under this limited warranty, but does not void any limitations on warranty claims set forth in this limited warranty, including express, implied, and statutory warranties. If Foil suspects that the Product has been rented or used in a commercial setting, Foil may refuse to service or replace the Product under this limited warranty in its sole discretion.