

GETTING STARTED WITH YOUR SCORPION FX KAYAK

READ ALL OF THE FOLLOWING INFORMATION BEFORE USING YOUR SCORPION FX KAYAK. FAILURE TO FOLLOW THE PROPER WARNING AND PRECAUTIONS COULD RESULT IN SERIOUS INJURY OR DEATH.

ANY PERSON USING KAYAKS BUILT AND/OR SOLD BY FORMEX MANUFACTURING, INC. IS PERSONALLY RESPONSIBLE FOR DETERMINING THAT THEIR ABILITIES ARE EQUAL OR SUPERIOR TO THE CONDITIONS ENCOUNTERED AND EXERCISING PROPER JUDGEMENT IN CHOICE OF WHERE AND WHEN TO PADDLE.

ANY PERSON USING FORMEX MANUFACTURING, INC. KAYAKS ASSUMES ALL RISKS AND TAKES COMPLETE RESPONSIBILITY FOR ANY AND ALL DAMAGES, OR INJURIES, INCLUDING DEATH, WHICH MAY RESULT FROM USE OF OR PARTICIPATION IN FORMEX KAYAKS.

CONSULT YOUR PHYSICIAN PRIOR TO BEGINNING YOUR PADDLESPOUT TRAINING. NEVER EXCEED YOUR OWN LIMITS. LIVE SMART, PLAY SMART, KAYAK SAFELY. FORMEX MANUFACTURING, INC. RECOMMENDS THE OPERATOR ALWAYS WEAR United States Coast Guard APPROVED HELMETS AND PERSONAL FLOATATION DEVICES.

FOLLOW LOCAL LAWS OR REGULATIONS ON THE PROPER USE / REGISTRATION OF YOUR KAYAK.

STANDARD LIMITED WARRANTY

Warranty: Formex® Manufacturing, Inc. warrants all Uncharted Watercraft by Formex® or accessories to be free from defects in material and workmanship for a period of twelve months from the original date of retail purchase. Formex® Manufacturing, Inc. warrants the enclosed hardware (where applicable) is delivered to be free from physical defects for a period of twelve months from the original date of retail purchase.

Repair Procedures, Exclusive Remedy: Formex® Manufacturing, Inc. will at its option, repair, or replace products not conforming to this limited warranty at no charge. THIS IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE FOR BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY WITH RESPECT TO UNCHARTED WATERCRAFT BY FORMEX® PRODUCTS. If you find a product to be defective, contact the customer service department at 1-(800)-310-3867. When you receive authorization, return the product as directed at your expense. Product repairs not covered by warranty, and product updates, will be provided at a set rate.

Limitations: This warranty is void if the product is damaged by improper or abnormal use or by accident; if the product is altered or modified in any way other than those directed by official Uncharted Watercraft by Formex® instructions; or if any attempt is made to repair the product without authorization from Formex® Manufacturing, Inc. It is solely the purchaser's responsibility to determine the suitability of these products for each particular application. Uncharted Watercraft by Formex® products are intended for recreational use only. Uncharted Watercraft by Formex® products are in all events not suitable, and are not authorized, for use in any situations that might pose potentially injurious to life and health, other than those situations that the products are intended for. This warranty is not assignable or transferable.

No Other Warranties: EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY SET FORTH IN THE WARRANTY CARD SUPPLIED WITH UNCHARTED WATERCRAFT BY FORMEX® AND INSTRUCTION SHEETS ARE PROVIDED "AS

IS". ALL OTHER WARRANTIES AND REPRESENTATIONS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DO NOT APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HERE OF. Except as required by law, no representative, agent or employee of Formex® Manufacturing, Inc. is authorized to make warranties, representations, or obligations inconsistent with or in addition to those set forth in this limited warranty.

No Damages: IN NO EVENT WILL FORMEX® MANUFACTURING, INC. BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY, even if advised of the possibility of such damages. In no event will Formex® Manufacturing, Inc. be liable for sums in excess of the purchase price of the product. Formex® Manufacturing, Inc. is thus not liable for lost profits or goodwill; downtime; damage or destruction of items or equipment used with, or in conjunction with, Formex® Manufacturing, Inc.; personal injury or loss; or any other damages. **General:** This agreement is the entire agreement between you and Formex® Manufacturing, Inc.; supercedes any prior or different agreements, representations, or proposals; and may be changed only by written agreement with Formex® Manufacturing, Inc. (b) Waiver by any party of any default or breach of this agreement will not constitute a waiver of any subsequent default or breach of the same of different kind. (c) The invalidity of any provision of this agreement shall not affect the validity of the other provisions hereof. (d) This agreement shall be governed by the laws of the State of Georgia, U.S.A.

Formex® Manufacturing, Inc.

601 Hurricane Shoals Road NW, Lawrenceville, GA 30046