



# WARRANTY ASSIGNMENT AGREEMENT

This warranty assignment (the "Assignment") was executed at \_\_\_\_\_ on \_\_\_\_\_.

**BETWEEN:**

**Seller's name:** \_\_\_\_\_

**Seller's address:** \_\_\_\_\_

(hereafter the "Seller")

**AND:**

**Buyer's name:** \_\_\_\_\_

**Buyer's address:** \_\_\_\_\_

(hereafter the "Buyer")

(the Seller and the Buyer are hereafter referred to collectively as the "Parties" and individually as the "Party")

**WHEREAS** the Seller purchased from Roski Marine, a division of ROSKI COMPOSITES INC. (hereafter "Roski"), a new Outsider sailboat with the serial number \_\_\_\_\_ on \_\_\_\_\_ (the "Sailboat");  
(date of purchase)

**WHEREAS**, when the Seller purchased the Sailboat, the Sailboat was subject to a warranty, reproduced in Appendix A hereof (the "Warranty");

**WHEREAS**, on \_\_\_\_\_, the Seller sold the Sailboat to the Buyer and, consequently, the Seller hereby wishes to assign the Warranty to the Buyer in accordance with the terms and conditions herein;

**IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:**

**1. Interpretation**

- 1.1. The Warranty in Appendix A hereof forms an integral part of this Assignment.
- 1.2. This Assignment is governed by and understood within the meaning of the laws of the Province of Quebec and the laws of Canada applicable thereto.

**2. Assignment of the Warranty**

- 2.1. The Seller hereby assigns and transfers all of its rights and interests in the Warranty to the Buyer.

**3. Assignment Procedure**

- 3.1. Once this Assignment is duly completed by the Parties, the Seller agrees and undertakes to send a copy of the Assignment signed by the Parties to Roski's head office at 130, rue de l'Église, Roxton Falls (Québec) J0H 1E0 CANADA, to the attention of "Service à la clientèle, Outsider" with "Garantie Outsider" as the subject.

**IN WITNESS WHEREOF**, the Parties signed this Assignment at the location and on the date mentioned above:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Seller's name: \_\_\_\_\_ Buyer's name: \_\_\_\_\_

## LIMITED WARRANTY

**ROSKI MARINE**, a division of ROSKI Composites Inc., headquartered at 130 De l'Église Street, Roxton Falls, Quebec, J0H 1E0, guarantees, for a period of two (2) years from the delivery date, that any sailboat purchased from ROSKI MARINE on or through this Website or otherwise: (a) may be used for its intended purpose insofar as it is used normally and in compliance with the instructions set out in the User Guide; (b) complies with the description of the said sailboat as it appears on the Website; and (c) is free of any defect in material or workmanship.

### Obligations of ROSKI MARINE

The sole obligation of ROSKI MARINE under this limited warranty is to provide hull, rudder blade, tiller, mast, boom and sail repairs, and to supply replacement parts for any other part of the sailboat purchased on or through this Website for a period of two (2) years from the delivery of the sailboat. In the event that one or more of the above-mentioned parts cannot be repaired and the damage to the part is covered by this limited warranty, ROSKI MARINE shall replace the part in question, free of charge, for the sailboat owner, with the exception of transportation, shipping and delivery fees, which shall be at sailboat's owner's expense throughout the warranty period.

### Exclusions

- a) This limited warranty does not apply to damage caused by:
  - i. abnormal use of the sailboat;
  - ii. failure to follow the instructions set out in the User Guide;
  - iii. a collision or accident;
  - iv. commercial or rental use of the sailboat;
  - v. poor maintenance;
  - vi. improper storage;
  - vii. poor weather conditions;
  - viii. temperature fluctuations;
  - ix. prolonged exposure to cold, sunshine, humidity or high winds;
  - x. sand;
  - xi. transportation of the sailboat; or
  - xii. any modifications made to the sailboat or to its rigging by any person other than an authorized representative of ROSKI MARINE.
- b) This limited warranty does not apply to cosmetic damage, including scratches, dents and discoloration, unless caused by a defect in the sailboat's materials or workmanship.
- c) This limited warranty does not apply to damage to the "gelcoat."
- d) This limited warranty does not apply to damage resulting from any accidents, misuse, burns, or other external causes.
- e) This limited warranty does not apply to defects resulting from normal wear or aging of the sailboat.
- f) This limited warranty does not apply to any damage caused during transportation of the sailboat.
- g) This limited warranty does not apply if the sailboat's hull serial number was removed or defaced so as to be illegible.

## **Procedure to follow**

To be able to exercise this limited warranty, you must follow the following procedure:

1. Fill out the ROSKI MARINE claim form available on [www.outsider-sailboat.com](http://www.outsider-sailboat.com) Website and email it, along with a copy of your receipt, the sailboat serial number, and photographs of damage to the sailboat, before the expiry date of this limited warranty.
2. An authorized representative of ROSKI MARINE will examine the submitted documents and will contact you within thirty (30) days of transmission of the above-mentioned documents in order to come to an agreement with you concerning the repair or replacement of the sailboat or any part thereof, if the claim is covered by this limited warranty.
3. If the required repairs are covered by this limited warranty, the authorized representative of ROSKI MARINE will notify you of where and when the sailboat can be retrieved. In the event that, following examination, the said authorized representative determines that this limited warranty is not applicable, he or she will notify you about this situation and about the fees payable for repairs to the sailboat or any of its parts, as well as the procedure to follow in order to have the sailboat repaired.

## **Warranty assignment**

This warranty may be assigned or transferred to a subsequent buyer only if the appropriate assignment document has been completed and sent to ROSKI MARINE within the allotted time. The required form and instructions regarding any assignment or transfer are available at [www.outsider-sailboat.com](http://www.outsider-sailboat.com).