



## **Sykes Warranty Statement 2005**

All Carbon and Kevlar Boats only

Jeff Sykes & Associates Pty Ltd - Sykes Racing, warrants its range of Carbon and Kevlar boats to be free from defects in workmanship and materials suffered under normal use (not being use contrary to the owners manual or other recommendations which may be given or made by Sykes Racing from time to time) for a period of FIVE years from the date of completion. No other warranty or guarantee of any kind or nature, expressed or implied, is made.

Our warranty does not apply to products arising due to normal wear and tear, or to any damage arising due to equipment improperly stored or installed, damaged in transit, that may be due to your misuse or neglect, any accident or improper maintenance, or any repair or modification without our prior written approval.

In the event of any claim under this warranty or otherwise with respect to our products, our entire liability and your exclusive remedy shall be the repair or replacement by Jeff Sykes & Associates Pty Ltd, or the refund of the purchase price paid by you. All warranty work will be done by us at such locations as we designate and all related packing, shipping, and transit charges shall be your responsibility.

Any items that are not produced by Jeff Sykes & Associates Pty Ltd such as electronic items will be subject to their manufacturer's warranties and will not be covered by the warranty of Sykes Racing. Bearing wheels, shoes, oarlocks, and oar grips are not included by the Sykes warranty.

*In addition to any non-excludable conditions or warranties imposed by reason of the Trade Practices Act 1974, the Fair Trading Act 1985 and any other applicable legislation, this agreement is made on the following terms and conditions:*

*The customer acknowledges that the Equipment is manufactured to competition standards. This results in the Equipment being lightweight and fragile. The customer acknowledges that the Equipment is inherently fragile. The Equipment may be damaged by misuse. The customer agrees to read the Manual provided with the Equipment upon delivery and not to use the Equipment otherwise than in accordance with the manual. This warranty will be made void and of no effect where the Equipment is used otherwise than in accordance with the manual. Any warranty implied by law will to the extent permitted by law be made void and of no effect where the Equipment has been used otherwise than in accordance with the Manual.*

**This statement must be read in conjunction with the Sykes Terms of Agreement 2005.**

**A separate warranty statement applies to all boats constructed in our range of Glass Honeycomb, Reinforced Fibreglass and Training / Racing boats**