

QUANTUM LIMITED WARRANTY
(FOR CUSTOMER REVIEW PURPOSE ONLY)

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Quantum Sail Design Group (Quantum) is committed to producing quality sails using the finest materials and workmanship. Accordingly, Quantum warrants that the sail will be free from defects in manufacturing, materials and workmanship to the original purchaser for one year from the date of purchase. If any defect in manufacturing, materials or workmanship should arise during the one year warranty period, Quantum will correct the defect or, at Quantum's discretion, replace the sail or refund the purchase price. There is no implied lifespan for our products due to the many variables that affect the products. This warranty does not cover normal wear and tear, neglected or modified products.

Quantum's dealers are not authorized to replace Quantum sail products without prior approval from Quantum. Any Quantum sail product to be warranted must be returned to a certified Quantum service loft for evaluation. Upon inspection, Quantum will replace the product, repair the product, credit the account, or return the product as is. Quantum cannot replace products due to incorrect sizing if the original purchaser fails to promptly inspect the sail product immediately upon receipt, and notify Quantum within sixty (60) days of an incorrect sizing problem.

RETURNS

If you have a Quantum sail product that you think should be considered for warranty, please take it back to the Quantum dealer where you purchased it with your proof of purchase documentation. If this is not possible or practical, then please call Quantum at (888) 773-4889, ask for Peter Norcross, for a return authorization number and ship the product back to Quantum with your proof of purchase documentation.

Quantum will not accept products without a return authorization number clearly marked on the outside of the box. Please enclose a letter including your name, street address (no post office boxes), daytime and evening telephone numbers, and include why you have returned the product and what you would like Quantum to do.

Send your package via UPS, certified mail, Federal Express, or any traceable shipping method. We recommend that you insure your package against loss, in-route, to Quantum. Quantum cannot be responsible for packages until they arrive at Quantum's warranty department.

QUANTUM'S EU WARRANTY POLICY

Under European Union (EU) consumer law, the original purchaser has full statutory warranty rights for two years from the delivery of the Quantum sail product. Your dealer is liable for any

lack of conformity with the contract, namely, that your purchased sail product is free of faults, which are impairing its worth or its typical use. In case of a lack of conformity, you may require the dealer to repair the product or to replace it, unless this is impossible or disproportionate. Otherwise, you may require an appropriate reduction of the price, or have the contract rescinded, the latter being excluded if the lack of conformity is minor.

This warranty is valid in states having adopted applicable European Union (EU) regulations into national legislation. The applicable national legislation governing the sale of consumer goods is not affected by this guarantee. Please ask your dealer about the applicable provisions in your country.

Warranty claims will only be accepted if the sail product has been used for its intended purpose. Any sail product used for an unintended purpose will not be eligible for warranty protection.

This warranty does not cover damage resulting from wear (i.e., wear or deterioration that is a result of irregular use of the product), neglect (insufficient care, storage and/or maintenance), accidents, stress caused by use of the sail beyond its designed wind range, excessive flogging, incorrect mounting, the use of solvents or chemicals or other improper treatment or damage or malfunction resulting from changes or modifications made to the sail.

For all warranty inquiries or claims, in order to benefit from your rights, you must address the claim to the dealer from which you purchased the Quantum sail product within a period of two months from the date on which you detected its lack of conformity with the terms of the warranty. Incorrect sizing or incorrect shape claims must be made to Quantum within sixty (60) days from the date the sail is delivered to the original purchaser. You must include your original proof of purchase when initiating your claim with the dealer from which the Quantum sail product was purchased.

WARRANTY LIMITATIONS (ALL PURCHASES)

Quantum's warranty does not cover damage resulting from:

- * Wear as a part of the sail products' normal function (as noted in the section below entitled A Note On Wear);
- * Neglect (insufficient care, storage, maintenance, use of solvents or chemicals);
- * Accidents (damage caused by an event external to the sail);
- * Overstress caused by overloading, use of the sail beyond its designed wind range, excessive flogging, or improper rigging;
- * Improper treatment or damage resulting from changes or modifications made to the sail.

This warranty does not cover labor and transport costs, nor does it cover follow-up costs resulting from subsequent product compatibility problems, defects or other costs associated with the warranty claim. Quantum and its Quantum dealers reserve the right to charge a handling fee if a returned sail product is found not to be under warranty according to the conditions contained herein.

Further, Quantum and its Quantum dealers reserve the right to charge a normal fee for any time and materials incurred in repairing a sail product that is not found to be under the warranty according to the conditions herein.

For all warranty claims, please initiate the claim with your Quantum dealer, who will instruct you on whether or not you have a valid warranty claim, and the correct warranty procedure. If you are unable to contact your dealer, you can contact Quantum directly, as indicated below.

A NOTE ON WEAR

Components on sail products are subject to wear due to their function. The rate of wear will depend on use, care and maintenance, and the environment that the sail product is exposed to, such as rain, sun and wind. All sail products will eventually reach the end of their serviceable life, depending on conditions and intensity of use. Improper use or operation of the sail product will not be covered under this warranty, including, without limitation, overloading the sail or use of the sail beyond its designed wind range, excessive flogging, improper mounting or de-mounting, misuse, misapplication, negligence, chemical contamination, fire or other generated heat, water or other material trapped inside a stored sail, improper storage, improper exposure to the sun, wind or rain, sail alteration that has not been authorized by Quantum.

THERE ARE NO EXPRESS WARRANTIES, WHETHER WRITTEN OR ORAL, OTHER THAN THIS PRINTED LIMITED WARRANTY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

IN NO EVENT SHALL QUANTUM OR ITS QUANTUM DEALERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR COMMERCIAL LOSS; TO THE FULL EXTENT THOSE DAMAGES CAN BE DISCLAIMED BY LAW.

Some countries/states do not allow the exclusion or limitation of incidental or inconsequential damages, or limitation of the duration of implied warranties, so the proceeding limitations or exclusions may not apply to you.

The warranty provided does not affect the consumers' statutory rights under the applicable legislation in force nor the consumers' rights against the dealer arising from their sales/purchase contract.

Contact Information:

Quantum Sail Design Group
1576 International Drive
Traverse City, MI 49686

(231) 941-1222

(888) 773-4889

NOT A VALID WARRANTY. VALID WARRANTIES ARE OBTAINED FROM THE
QUANTUM WEBSITE BY ORIGINAL PURCHASER UPON COMPLETION OF
PURCHASE.