



10-18-2021

Terms and Conditions

Deposit/Payment Swim Platform purchases require a 100% deposit of the material and patterning cost and the installation cost is due upon completion. All other services require 50% deposit to order the materials and the balance is due upon completion of work. Final payment represents satisfactory of all the work performed. Final payment must be made at the time the work is completed and before any boat or materials are picked up. For on- site installations the customer needs to be onsite when the work is completed to make final payment and approve the work performed. Final payment must be made before we leave the jobsite. If the customer makes final payment through online credit card system or by any other means but is not present when the work is completed to give final approval of the work, they will have to pay for a return trip to make any changes or repairs that may arise after the owner inspects the work.

Lead times Lead times are estimates only and can change due to manufacturers and product delays. We do our best to give accurate time lines but the manufacturing process, shipping and freight is out of our control and we are not responsible for any ramifications of delays or timeline changes. Loss of revenue for any reason due to a delay is not covered nor is it the responsibility of Seelye Custom Marine.

Towing/Hauling When we are towing a customer's boat on a trailer that is provided by the customer, we will need the trailer to be in good working order. Please ensure that the tires are properly inflated and that they are sound and in good road worthy condition. Make sure there is a spare tire that is properly inflated and comes with the trailer. Check all electrical parts and make sure all lights are working properly. Check all trailer brake related parts and fluids and make sure the fluids are full if applicable and that the brakes work properly. The trailer must be legally titled and registered and have a valid current license plate on it. Any fees or tickets that we receive if it is not will be paid by the customer. If there are cost for any mechanical problems that we have with the trailer that we have to fix while driving it or before we can drive it this cost will be added to the invoice and covered by the customer. If we have a tire blow out, or if we have to replace lights or make repairs the electrical system or if we have to supply straps, chains or straps to secure the boat properly it will be charged to the customer. Any damage to the trailer as a result of a mechanical failure like a blown tire, blown out bearings or broken strap/securing device is the responsibility of the customer. We carry insurance on the boat and trailer for any damage that happens as a result of an accident while towing the boat but the customer is responsible for the mechanical and functionality of the trailer that the boat is being carried on when the trailer is provided by the customer. If we are using a trailer provided by ourselves then we accept responsibility for the trailer and all its functionality.

Drop off/Pick Up Drop off: Do not leave anything of value in your boat. We are not responsible for anything that is left in the boat. All areas that are to receive work done is to be clean and free from soil, debris and all miscellaneous clutter needs to be removed. **Pontoons:** Please remove all life jackets, anchors, covers (unless the cover is to be used while the boat is in our possession) and anything that is under the seats or in storage compartments. There will be a cleaning fee if we have to remove and store items that are left on the boat. We must have the keys, there must be a battery installed on the boat, provide a tongue lock and a cover if you want the boat to be covered while it is staged/stored outdoors. **All Boats:** We recommend that the customer be present upon receiving a boat into our shop and we will perform a thorough inspection of the boat and we will note any existing damage that is on the boat before work begins. We will take pictures of all the components of the boat that is relative to the work that is being performed and these pictures will establish the condition that the boat was in upon receiving it into our shop. The customer should be present but if they chose not to, they must take our assessment at value and they will forfeit any discrepancies that may arise to what was working or damaged. **Pick up:** Upon completion of the work the customer will need to come to our shop to inspect their boat and make final payment within 2-3 days of completion and being notified. If they chose not to, they give up their right to dispute any issues and may incur a storage fee. If you are using a delivery service to pick up/drop off the boat to us than the customer must still make a site visit to inspect and approve the work before it leaves our shop.

Pontoon Restoration Inspection: We recommend that the customer be present upon receiving the pontoon into our shop and we will perform a thorough inspection of the boat and verify if the engine starts, all electrical is in working condition and note any existing damage that is on the pontoon before work begins. We will take pictures of all the components of the boat and these pictures will establish the condition that the boat was in upon receiving it into our shop. The customer should be present but if they chose not to, they must take our assessment at value and they will forfeit any discrepancies that may arise to what was working or damaged. Scheduling the work into our lineup will happen only after Seelye Custom Marine receives all products necessary for your specific restoration. Any changes that are added to the project after it has begun may cause time delays. **Skins:** If we are installing new skins on your existing railing there may be additional rivets, trims and other hardware added in order to make the new skins work with your existing rails. The existing trim that covers the skins will be opened and re closed over the new skins and this could result in wrinkles or creases and painted, anodize or other style railing may flake or chip. Some of the trim pieces that we install may not match the factory trim in color or style. **Approval:** Upon completion of the pontoon the customer will need to come to our shop to inspect their pontoon and make final payment within 2-3 days after it has been completed and they have been notified. If they chose not to, they give up their right to dispute any issues and can incur a storage fee. If you are using a delivery service to pick up/drop off the pontoon to us than the customer must still make a site visit to inspect and approve the work before it leaves our shop.

Swim Platforms Please refer to the manufacturers Terms and Conditions on their website at www.swimplatform-ultra.com Seelye Custom Marine is not responsible for any information or measurements that are given to us by the customer that we have not verified. Any mis measurement or inability for a platform to fit or be installed on a boat due to mis information by the customer is not the responsibility of Seelye Custom Marine nor will we cover any cost to remedy the problem. We are not responsible for the accuracy of a customer generated template nor how a swim platform fits due to these measurements. The manufacturer's warranty and Seelye Custom Marine warranty is void if any tow hook, cleat, hook, tie down or any other device that can be used to tow or secure the boat was added by the customer or any 3rd party. **DO NOT TOW OR ANCHOR ANYTHING TO A SWIM PLATFORM OR THE WARRANTY IS VOID.** Weight restrictions set forth by the manufacturer must be followed or the manufacturer warranty and installation warranty is void. The ambient temperature around the boat must be above 50* for installation to happen and must remain above 50* for 7 days after installation is complete. The boat must not be submerged in the water for 7 days after installation to allow all adhesives and caulk to fully cure.

GatorStep Please refer to the manufacturers Terms and Conditions on their website at www.gatorstep.com If there is a manufacturer approved claim that results in replacement material being provided by GatorStep, there is no labor reimbursement by GatorStep or Seelye Custom Marine if the customer installed the material originally or hired a 3rd party to install it on their behalf. If there is a manufacturer approved claim that results in replacement material being provided by GatorStep, that was originally installed by Seelye Custom Marine and that is within the 90-day installation warranty Seelye Custom Marine will install the mats at no cost. However, the removal of the old mats and adhesive is the responsibility of the owner or the owner can pay Seelye Custom Marine a removal fee. If the warranty happens after the 90-day installation warranty expires then Seelye Custom Marine will **not** provide free installation of the replacement material and the customer can pay Seelye Custom Marine to remove the old and/or install the new material for a fee.

Snap-In/Boat Mats Tears and rips in the mat around the snaps or Velcro is not covered under our warranty. Special care must be taken when removing the mats from the snaps or Velcro. If a mat is sold with the Velcro option, then the mat will come with the loop side of the Velcro attached to the mat and the customer will install the provided hook side of the Velcro to their boat. If the mat is sold with the snap option, then the mat will come with loose snaps that the customer will have to install on to the mat. This ensures that the mat will be an exact fit to existing snaps that are in the boat currently or the customer can add or change the layout of the snaps in their boat. A snap installation tool will be required in order to attach the provided loose snaps or the customer can rent this tool from us for a fee. Please inquire for the rental tool fee and what tools and materials are provided.

Technology and Electronics Seelye Custom Marine cannot guarantee that new technology that is installed will be able to communicate and function 100% with any existing technology that is on the boat currently. We cannot guarantee that technology that is being used in conjunction with each other will be compatible. It is the owner's responsibility to learn and understand all technology that is added to the boat and we may not understand or illustrate how all features work. All future software updates are the responsibility of the owner.

Measurements/Tolerances Any product that is custom made and templated may have a size difference that is +/- from the originally templated size or layout. If we use a customer supplied template, old mats, manufacturer supplied template, previously used template for a matching boat make and model or any other means of establishing the shape besides a custom-made template on your boat it may vary due to boat-to-boat variations and manufacturer variations. Seelye Custom Marine cannot guarantee a precise fit unless we custom template the customer's boat.

Winterization/Shrink Wrapping The winterize guarantee deadline for winterizing a motor or boat is October 15th. We can still winterize a motor or boat after this date but the owner takes responsibility for any future damage that may occur do to freezing. All boats that are to be shrink wrapped must come clean and dry and all soil and debris must be removed by the owner. If the boat is not dry, we can dry it out for an additional fee. We are not responsible for any mold or water damage done to a boat that is brought in wet. Shrink wrapping does not guarantee that animals, pests or water will not enter the boat through areas that are not wrapped. The owner must remove, secure or store their Bimini cover in a safe and secure way so that the wrapping does not bend or damage it. It is the owner's responsibility to secure or store the Bimini and we do not move or handle it; we only wrap around it according to how the owner choses to store it. Our standard shrink wrap does not include wrapping the motor but this can be done for an additional fee. All shrink wrapping will have vents added for air circulation and we also put desiccant bags in the boat. Do not leave anything of value in your boat. We are not responsible for anything that is left in the boat. We are not responsible for any damage or missing items to the boat once it leaves our location.

Dye lots All new materials that we use may have a color dye lot that is different from what was approved by the customer. Any color that is represented by digital, paper sample or physical sample can vary during the manufacturing process and will result in a minor difference from what was sampled. This applies to the following items; flooring materials, furniture fabric, paint, edge binding, swim platform paint colors, skins, GatorStep colors and any other manufactured product that has sample colors to pick from.

Returns All materials, furniture, swim platforms, Gatorstep, Snap-In Mats, flooring materials, skins and any other materials that we order and are manufactured are not refundable. All products and materials once manufactured must be paid in full according to the quote and terms above and can not be canceled. Each project and the materials for that project are custom made on a job by job bases.

Warranty All materials that are used and are made by a third party like flooring, furniture, swim platforms, GatorStep and other items are covered exclusively by the manufacturer warranty and Seelye Custom Marine does not carry a warranty for these items. See each warranty on the manufacturers website or we can supply you with a copy. Seelye Custom Marine covers all its installation services with a 90-day warranty after the boat or product leaves our shop. Our warranty only covers a failure that is directly caused by the installation and not by any abuse, neglect or failure to use each product as it was intended to be used. Warranty is void if the boat or product is being used for commercial or income generating purposes like rental, chartering, leasing or any other service that uses the boat for any other purpose besides recreation use by the original customer. The warranty is not transferable to a second owner or anyone that is different from the customer that we did the work for. No damage caused by improper handling at any time, poor maintenance, improper storage, use of inappropriate products, various non-conforming installations, inadequate heat sources, lack of precaution, natural disasters, or any intervention affecting the integrity of the product, will be eligible for a claim. Seelye Custom Marine cannot be held responsible for damage to the products during delivery or delayed deliveries or loss deliveries. In case of damaged product during deliveries, the customer is responsible to notify us within 24 hours and to bring irrefutable proof (pictures, document of responsibility of the delivery service, comments that can determine the responsibility). We will not be held responsible for the lack of use of the boat due to a warranty issue nor will we cover the cost to remove/install a boat from/into the water. We are not responsible for the cost to transport a boat to and from our shop location for any warranty work.

Name _____ Signature _____ Date _____