



WATER GATE SYSTEMS, LLC

LIMITED WARRANTY - FLORIDA COMPLIANT

Effective Date: June 1, 2025

Governed by: Florida State Law and Federal Magnuson-Moss Warranty Act

1. SCOPE OF WARRANTY COVERAGE

Water Gate Systems, LLC ("Water Gate," "Company," "we," or "us"), a Florida limited liability company, provides this Limited Warranty to the original retail purchaser ("Purchaser" or "you") of Water Gate flood barrier products purchased for use in the State of Florida.

Coverage Period: THREE (3) YEARS from the date of delivery to the original purchaser.

What is Warranted: Water Gate warrants that the products manufactured by Water Gate:

- (a) Conform to published specifications and technical documentation at the time of manufacture;
- (b) Are free from defects in materials under normal use conditions;
- (c) Are free from defects in workmanship under normal installation and deployment conditions;
- (d) Will perform substantially in accordance with Water Gate's published performance standards when properly installed, deployed, and maintained.

Warranty Claim Process: To make a warranty claim, you must:

- Notify Water Gate in writing within thirty (30) days of discovering the defect;
- Provide detailed description of the defect and conditions of use;
- Provide proof of purchase and installation documentation;
- Allow Water Gate reasonable access for inspection;
- Return defective products to our Fort Myers, Florida facility at your expense for examination.

Our Remedy: If Water Gate determines that a covered defect exists, we will, at our sole discretion: (1) repair the defective product, (2) replace the defective product with new or remanufactured product of equal or greater functionality, or (3) refund the purchase price less reasonable depreciation based on use.

2. WARRANTY EXCLUSIONS AND LIMITATIONS

IMPORTANT DISCLOSURE: No residential or commercial flood barrier system provides 100% protection against water intrusion. Some seepage, minor leaks, and puddles are inherent characteristics of barrier systems and do not constitute defects under this warranty.

This warranty DOES NOT cover:

(a) Products Not Manufactured by Water Gate: Third-party components, accessories, or products not bearing the Water Gate label.

(b) Installation-Related Issues: Defects caused by improper installation environment, inadequate site preparation, failure to follow installation instructions, or use of non-approved installation materials.

(c) Misuse and Modification: Damage from use beyond design specifications, unauthorized modifications, attachments not approved by Water Gate, or use for purposes other than flood protection.

(d) Force Majeure Events: Damage from acts of God, including but not limited to fire, earthquake, hurricane damage beyond product specifications, lightning, or other natural disasters.

(e) Overtopping and Deployment Issues: Damage from flood levels exceeding barrier height, failure to deploy barriers in advance of flood conditions, improper deployment procedures, or removal during active flooding.

(f) Handling and Transportation: Damage during shipping, storage, customer handling, or transportation after delivery.

(g) Normal Wear and Environmental Exposure: Normal aging, wear from proper use, UV exposure, salt water exposure within design parameters, or cosmetic changes that don't affect functionality.

(h) Custom and Special Orders: All custom-manufactured products, special orders, and Aqua-Cade™ aluminum components are manufactured to specific customer requirements and are excluded from return or exchange.

(i) Consequential Conditions: Water damage to property, business interruption, or any losses resulting from product failure or water intrusion.

3. WARRANTY OF TITLE AND DELIVERY

Water Gate warrants good and marketable title to all products, free from liens, encumbrances, or third-party claims. All products are delivered FOB Water Gate's warehouse and assembly facility in Fort Myers,

Florida. Risk of loss transfers to Purchaser upon delivery to the common carrier or upon pickup from our facility.

Water Gate warrants that it has all necessary rights, licenses, and authority to manufacture and sell the products covered by this warranty. This warranty of title survives delivery and is not subject to the three-year limitation period.

4. DISCLAIMER OF OTHER WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, WATER GATE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY FLORIDA LAW, WATER GATE SPECIFICALLY DISCLAIMS:

- All implied warranties of merchantability;
- All implied warranties of fitness for a particular purpose;
- All warranties arising from course of dealing or usage of trade;
- All warranties against infringement of third-party rights.

Florida Consumer Protection Notice: Under Florida Statute Chapter 672 (Uniform Commercial Code), implied warranties may not be completely excluded in certain consumer transactions. Where such exclusion is prohibited, any implied warranties are limited to the duration of this express warranty period.

Some representations made by dealers, distributors, or sales representatives may not constitute warranties by Water Gate. Only written warranties signed by an authorized Water Gate officer are binding upon the Company.

5. LIMITATION OF REMEDIES AND DAMAGES

EXCLUSIVE REMEDIES: The remedies provided in Section 1 constitute your sole and exclusive remedies for breach of warranty. Water Gate's total liability under this warranty shall not exceed the original purchase price of the defective product.

CONSEQUENTIAL DAMAGES LIMITATION: TO THE MAXIMUM EXTENT PERMITTED BY FLORIDA LAW, WATER GATE SHALL NOT BE LIABLE FOR:

- Special, indirect, incidental, or consequential damages;
- Loss of profits, revenue, business, or savings;
- Cost of substitute equipment or services;
- Property damage or personal property losses;
- Business interruption or downtime;

- Third-party claims or demands;
- Attorney fees or litigation costs.

Personal Injury Exception: These limitations do not apply to claims for personal injury or death caused by Water Gate's negligence or product defects.

Florida Law Compliance: If any limitation in this section is deemed unenforceable under Florida consumer protection laws, the limitation shall be modified to the minimum extent necessary to comply with applicable law.

6. TIME LIMITATIONS FOR LEGAL ACTION

Statute of Limitations: Any legal action for breach of this warranty must be commenced within FOUR (4) YEARS from the date of delivery, or within one (1) year after the warranty period expires, whichever is later. This limitation period complies with Florida Statute § 95.11(2)(b).

Notice Requirements: Before commencing any legal action, Purchaser must:

- Provide written notice of the claim to Water Gate;
- Allow Water Gate reasonable opportunity to inspect and remedy the defect;
- Comply with all warranty claim procedures in Section 1.

Jurisdiction and Venue: Any legal proceedings shall be conducted in the state courts of Lee County, Florida, or in the U.S. District Court for the Middle District of Florida, Fort Myers Division. Florida law governs all aspects of this warranty.

7. ENTIRE AGREEMENT AND MODIFICATIONS

Complete Agreement: This warranty constitutes the complete and exclusive warranty agreement between Water Gate and Purchaser, superseding all prior negotiations, representations, warranties, and agreements relating to the subject products.

Modification Requirements: This warranty may only be modified by a written agreement signed by both parties. No Water Gate employee, dealer, distributor, or representative has authority to modify this warranty or create additional warranties on behalf of Water Gate.

Severability: If any provision of this warranty is deemed invalid or unenforceable under Florida law, the remaining provisions shall continue in full force and effect.

Assignment: This warranty is non-transferable and extends only to the original retail purchaser. Warranty coverage terminates upon resale or transfer of the products.

8. RISK ALLOCATION AND ACKNOWLEDGMENT

Risk Allocation Agreement: This warranty allocates risks between Water Gate and Purchaser in a manner that is reflected in the pricing of the products. Both parties acknowledge that:

- The purchase price reflects this allocation of risk;
- Purchaser has reviewed and understands all warranty terms;
- Alternative risk allocation would result in higher product pricing;
- This allocation is commercially reasonable for flood protection products.

Purchaser Acknowledgments: By purchasing Water Gate products, Purchaser acknowledges:

- Understanding that flood barriers have inherent limitations;
- Agreement to follow all installation and deployment procedures;
- Acceptance of the risks associated with flood protection systems;
- Understanding of all warranty limitations and exclusions.

Florida Consumer Rights: This warranty provides specific legal rights. You may have additional rights under Florida consumer protection laws, including the Florida Deceptive and Unfair Trade Practices Act (Chapter 501, Florida Statutes). For information about your rights, contact the Florida Department of Agriculture and Consumer Services.

Water Gate Systems, LLC

Fort Myers, Florida

Phone: 239-243-9571

Website: www.watergatesys.com

This warranty is effective for all products sold after June 1 2025 and complies with Florida consumer protection laws current as of that date.