

# WARRANTY

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Life Pod Shelters, LLC  
LIMITED WARRANTY

**STRUCTURAL WARRANTY:** Life Pod Shelters, LLC warrants that for ten (10) years after the date of delivery to the original retail purchaser who purchases a Life Pod shelter from an authorized Life Pod dealer ("Purchaser"), the pod shall be free from structural defects due to material or workmanship, under normal use. Structural defects are defined as any separation of the stringers or composite structure of the one piece fiberglass shell.

**2 YEAR LIMITED COMPONENTS WARRANTY:** Life Pod warrants that for two (2) years after the date of delivery to the original retail purchaser who purchases a Life Pod shelter from an authorized Life Pod dealer, all components manufactured by Life Pod shall be free from defects due to material or workmanship under normal non-commercial use.

**EXCLUSIONS:** This limited warranty does not cover or extend to any of the following:

1. Component failure or defects that are a result of normal wear and tear, climatic conditions, abuse, misuse, negligence, overloading, modification, vandalism, lack of proper maintenance, accident, collision or striking, or fire.
2. Alterations and modification, without first obtaining the written authorization of Life Pod, shall be excluded from coverage as it relates to the alterations/modifications or any condition affected by those alterations/modifications.
3. Components manufactured by another manufacturer (including but not limited to lights, hinges, latches, pistons); components assembled, but not manufactured by Life Pod; and components not originally installed by Life Pod. Warranties provided to Life Pod by component manufacturers will be passed on to purchaser as allowed by the component manufacturer. Life Pod's dealer will assist in providing service for any such components upon request.
4. Blistering, fading, chalking or cracking of any gelcoat, minor cosmetic defects and air voids.
5. Electrolysis, galvanic corrosion, crevice corrosion or any other deterioration of underground components. Any damage or deterioration to any metal surface (above or below the waterline), including but not limited to stainless steel finishes.
6. Cost of removal or reinstallation of any component (including components manufactured by Life Pod) or disassembly and reassembly of the unit containing the component.
7. Components repaired or replaced unless repaired or replaced in accordance with this warranty.
8. Installation or accessories installed by or repaired by anyone other than Life Pod.

**LIMITATIONS:**

REPAIR OR REPLACEMENT OF DEFECTIVE PARTS SHALL BE AT LIFE POD'S SOLE DISCRETION AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER.

THE SELLING LIFE POD DEALER IS NOT A CO-WARRANTOR AND IS NOT AUTHORIZED BY LIFE POD TO AMEND OR MODIFY THIS LIMITED WARRANTY IN ANY MANNER.

THE RIGHTS AND REMEDIES AVAILABLE UNDER THE LIMITED WARRANTY ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, EXPRESS OR

IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF THE TRADE. NO BREACH OF WARRANTY SHALL BE CAUSE FOR CANCELLATION OR RESCISSION OF PURCHASER'S CONTRACT OF SALE WITH AN AUTHORIZED LIFE POD DEALER. LIFE POD FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIM OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

PURCHASER'S REMEDIES SHALL BE LIMITED AS STATED HEREIN AND LIFE POD SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR LOSSES RESULTING FROM DEFECT.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO A PARTICULAR PURCHASER. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

PRE-DELIVERY INSPECTION: Purchaser has inspected the pod at delivery or in the alternative has been given an opportunity to inspect and declined, and accepts the pod to purchaser's full satisfaction.

WARRANTY CLAIM PROCEDURES: Purchaser shall notify the selling dealer within thirty (30) days of discovering any defect. Purchaser shall comply with any request of Dealer to supply any requested documentation to support the claim. Purchaser agrees to allow Life Pod a reasonable opportunity to repair any defects following notice by Purchaser.

Life Pod will make the necessary repairs under the terms of this warranty, free of charge at the customer's location or the factory, at an authorized dealer or an acceptable repair facility at Life Pod's discretion.

In the event that Life Pod determines that the pod must be replaced, the replacement is only for the pod as originally supplied by Life Pod, not inclusive of any additional modifications done by the purchaser or dealer.

MISCELLANEOUS: Life Pod reserves the right to modify its pods through changes in design and material without incurring any responsibility to the pod owners of similar or the same model manufactured at an earlier date. This warranty contains the entire agreement of the Purchaser and Life Pod. No prior representation, negotiations or conversations shall supersede the contents of this warranty.

LIMITATIONS ON CLAIMS; APPLICABLE LAW AND VENUE FOR DISPUT RESOLUTION: Any dispute or claim arising under this limited warranty or pertaining to the pod must be submitted to binding arbitration in accordance with the Florida Arbitration Code, Chapter 44 Florida Statutes, and the Rules of the American Arbitration Association then in effect for commercial disputes. Claims not brought within one (1) year from the occurrence of the facts giving rise to such claim, regardless of when it becomes known shall be barred. Any arbitration brought by Life Pod, any Purchaser or subsequent owner regarding any matter relative to this limited warranty or the pod shall be brought in the county where Life Pod's principal office is then located. The laws of the State of Florida shall apply.

**WARRANTY REGISTRATION AND TRANSFERABILITY:** Life Pod includes with each new pod it manufactures a Product Registration Card that must be completed and returned to Life Pod within thirty (30) days after delivery of your new Life Pod storm shelter by an authorized Life Pod dealer. There are regional laws in place which require manufacturers to maintain a record of all retail purchasers and the GPS coordinates of the pod. It is imperative that Life Pod have the current address for the purchase of notification in case of a discovery of defective parts that create a substantial risk of personal injury to the public. No warranty claim will be considered, approved or paid unless the product registration card is completed and returned to Life Pod within 30 days after delivery of your new Life Pod shelter. In addition, failure to return the product registration card to Life Pod constitutes a waiver of your right to receive notification of defect and/or repair at Life Pod's expense in the future.

Unexpired portions of Life Pod's warranties may be transferred if: (i) the original purchaser has properly registered the pod so that there is no gap in Life Pod's records; (ii) the purchaser (a) completes a warranty transfer card; (b) pays the applicable warranty transfer fee (\$25); and (c) mails the warranty transfer card to Life Pod within thirty (30) days of such purchase. Life Pod reserves the right to reject any warranty transfer that originates from other than an authorized dealer or for a pod that has been damaged, neglected or otherwise excluded.

**Notices:** All notices herein shall be delivered by US Mail; postage prepaid, to the purchaser at the address contained in Life Pod's database to Life Pod Shelters, 1601 Tionia Rd., New Smyrna Beach, FL 32168.

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**PRODUCT REGISTRATION**

Serial Number: \_\_\_\_\_ Model: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Dealer: \_\_\_\_\_

Purchase Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser acknowledges receipt of this limited warranty at the time of sale, that he or she has read this limited warranty in its entirety and understands and accepts its terms and conditions.