

Limited warranty terms and conditions

1. Warrantor

Billboard Sup Ltd, Company Reg. no. 10371340, Vat. no. 264801210, reg. add.40/41 Great Castle Street, London W1W 8LU, UK (hereinafter called: "the Warrantor")

2. Scope and duration of warranty

1. Warranty item is the sup "Billboard" produced and sold by the warrantor (hereinafter called: "the Billboard").
2. The Billboard is guaranteed to owner of the board (hereinafter called: "the Owner" or "you" or "user") to be free from defects in workmanship and materials (hereinafter called: "the defects") for 1 year from the date of first purchase under normal recreational, commercial or rescue use.
3. Except expressly set forth herein, the Warrantor disclaims all warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

3. Basic rules of use

1. The Owner should comply with the User Guide and any damage resulting from non-compliance with the rules of use shall be excluded from the scope of this warranty.

4. Warranty activation

The warranty is valid only when the product is registered online at BILLBOARDSUP.COM within seven (7) days from the date of purchase.

5. Complaint procedure

1. If the Billboard shows defects, the Owner must send this information with prepaid postage to the Warrantor Billboard Sup Ltd, 7 Bedford close
W42UE London, UK, within 14 days from the moment of noticing the defect. Follow up can be done by email to warranty@billboardsup.com.
2. The Warrantor shall not be held responsible for any defects or damages caused by the defects, which were not reported by the Owner within the above time limit.
3. The Warrantor has a right to conduct an inspection of the Billboard before addressing the Owner's complaint. The Owner shall send the Billboard for inspection at their own expense, if needed.
4. If the inspection results in a detection of the defect, the Warrantor shall repair or replace the damaged Billboard or part of it, whichever is the Warrantor's preference.
5. The Warrantor will not be held responsible for any costs, losses, or damages incurred as a result of loss or use of the Billboard.

6. Exclusions

1. The warranty does not cover any damage caused by anything other than defects in material and workmanship.
2. No product lasts forever and the Warrantor does not guarantee against normal wear and tear, improper care, abuse, or neglect.
3. Any structural change resulting from the above circumstances automatically voids this limited warranty.
4. Other exclusions from this limited warranty:
 - a. Any problems attributed to water left in the air chambers, in particular any deterioration of the Billboard;
 - b. Explosive decompression tears except to the extent prohibited by law, in no event;
 - c. Incidental or consequential damages;

- d. *Lucrum cessans*;
 - e. Damage caused by misuse, abuse, neglect, normal wear and tear including, but not limited to, punctures;
 - f. Damage due to excessive heat exposure,
 - g. Damage caused by improper handling and storage,
 - h. Damage caused by use in waves or shore break,
 - i. Board breakage caused by falling or crashing in surf conditions,
5. This warranty expires immediately in case of:
 - a. Any repair, change or modification made to any part of the Billboard without a written consent from the Warrantor;
 - b. Use of any conservation measures not approved by the Warrantor.
 6. The warranty is good from the date of the original purchase only.
 7. The original purchase receipt must accompany all warranty claims. The name of the retailer and date of purchase must be clear and legible.
 8. There are no warranties that extend beyond the warranty specified here in.
 9. The warranty does not cover products used in rental or school operations.

7. Assumption of risk

1. By purchasing, using and assembling the Billboard, the Owner is agreeing to:
 - a. Be bound to the terms set in this document; and
 - b. Require anyone using this product to be bound by such terms.
2. If the Owner is unwilling to be bound by these terms, they shall return the unused Billboard for a full refund within 14 days from the purchase.
3. Use of the Billboard and any of its components involves certain inherent risks, dangers and hazards, which can result in serious personal injury and death. In using this product the Owner freely agrees to assume and accept any and all known and unknown risks of injury while using this equipment.
4. The risks inherent in the sport can be greatly reduced by abiding to the warning and safety precautions listed in the user's guide below and using common sense.

8. Safety measures

1. General warnings:
 - a. Stand-up paddling can be dangerous; the use of the Billboard exposes the user to unexpected risks, dangers and hazards.
 - b. Only use the Billboard if you are in good physical health, and know how to swim.
 - c. You are responsible for your own safety and the safety of others around you when using the Billboard.
 - d. If you are under the age of 18, you must have a legal guardian read these warnings and safety precautions. Do not use the Billboard without adult supervision.
 - e. Do not use this product if you are under the influence of alcohol, drugs or medications.
2. Important safety rules:
 - a. Before using this product, you should take lessons from a certified school.
 - b. Always wear an approved personal flotation device when you paddle
3. Weather condition & location warnings:
 - a. Use normal caution when you are on the water, observe local weather conditions and beware of strong wind;
 - b. Of shore winds can be a hazard let people know where you are going and when you expect to be back;
 - c. Always observe coast guard rules and regulations when using the Billboard.

9. Release of liability, claim waiver

In consideration of your use of the Billboard, you hereby agree to the following, to the fullest extent permitted by law:

1. To waive any and all claims that you have or may in the future have against the Warrantor resulting from use of this product and any of its components
2. To release the Warrantor or any of its agents from any and all liability from any loss, damage, injury or expense that you or any users of this product may suffer, or that your next of kin may

suffer, as a result of the use of this product, due to any cause whatsoever, including negligence or breach of contract on the part of the Warrantor, or any of its agents, in the design or manufacture of this product.

10. Arbitration

1. In further consideration of the sale to you of this product and any of its components, the Owner hereby agrees to submit to binding arbitration any and all claims, which the Owner may have against the Warrantor or any of its agents, arising from the use of the Billboard. The arbitration shall be pursuant to the rules of The London Court of International Arbitration (LCIA).
2. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. The submission to The London Court of International Arbitration (LCIA) shall be limited and the arbitration award may be enforced by any court of competent jurisdiction.

11. Binding effect of agreement

1. In the event of the Owner's death or incapacity, this agreement shall be effective and binding upon the Owner's heirs, next of kin, executors, administrators, assigns and representatives.
2. In entering into this agreement, the Owner is not relying upon any oral or written representations other than what is set forth in this agreement and user's guide.
3. This document represents the entire agreement between the parties in relation to the subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.