



**Lohmann Sails & Covers Ltd**  
**www.boatcovers.ca**

### **Terms of Contract and Use of Custom Made Covers. 2010**

Due to the amount of info offered on our webpage and the need of communicating fast, we can only serve customers who have access to the internet and have a valid E-mail address.

1. "Proposal" are only valid for 1 month and are binding in terms of price and delivery time.
2. "Orderconfirmation" only becomes valid when the Buyer has made the requested "Down payment" and we can measure the boat at the location and time the buyer and we have agreed on. "Delivery time" is counted from that date on. If the customer has not determined the colour by the time of the down payment the cover will be produced in one of our default colours, which are publicized on the web and on the Orderconfirmation
3. Due to occasional problems with the delivery of materials and with weatherrelated measurement problems the buyer agrees that "Delivery Time" can be extended by 2 weeks, after that the buyer has the right to give 8 days notice to cancel the order with full refund of the down payment.
4. "Delivery": One Off Boat Covers for customers in the Pacific Northwest in most cases will be delivered and installed , all others will be shipped with instructions. Since Customers often ask to be present during the installation I will try my best to arrange for that but this is not part of the contract. If the customer has problems with the installation we will demonstrate for free during our slower season which is April to August.
5. "Invoice" is payable in full at delivery or before shipment .The Customer pays for shipping and all Customs and Broker fees.
6. Warranty and Service: Every cover comes with a bag for each part and a 3 year warranty on proper fit and durability and fitness for its intended use. Improper installation and direct winds above 100Km/h limit this warranty. If repairs or changes have to be made to the cover by someone else please get approval by us otherwise this will void the warranty and our liability for damages caused by the cover. Warranties are only transferable to a new owner of the boat when he registers on our webpage and signs the "Terms of Sale and Use". If the cover is sold to another Boat of the same kind we have to agree in writing to the transfer of the warranty.
7. There is a free makeover (Service) after 6 month or the first season to repair all weaknesses and to adjust fitting inaccuracies that might have come to light. S+ H in these cases will be split 50/50 . Please use the "Customer Service Cover Return Form" on the webpage to initiate this service which is due to the seasonal character of our business only available between 1st of March and end of July.
8. To be able to make boat covers for this price the customer agrees to accept a 90% fit of the cover till the scheduled makeover and pays the Invoice in full.
9. During the installation of a Cover I have to remove the mooring lines . I do the reattaching of these lines to the best of my knowledge and I try to copy the arrangement and length which I found . It is your obligation to check the lines ASAP, because I am not liable in any way for any resulting damage.
10. In order to properly measure for the boatcover I have to climb all over the boat . I will not be liable for damage resulting from weaknesses of the material e.g. wooden handrails or wire lifelines which cannot withstand my weight are not save anymore for their intended purpose and have to be replaced anyway. Further I want you to remove for the measuring and for the installation of the cover all obstructions on the Reling and the stern pulpit as there are rescue rings, BBQ's, Motors, VHF and GPS Antennas , etc.
11. Since Marinas and Yacht Clubs because of all kinds of security issues are very restrictive with access to the Boats I want you to verify policies concerning my coming and measuring or installing the cover. Please inform staff of my coming.
12. Further I urge you to sign and send me the Permission slip ( attached to the final Invoice) so that I can service your cover without additional contact requirements. This is strictly optional.
13. The Tips and Instructions in the "Boatcover Instructions" are part of the Terms of Contract and Use.
14. Cancellation of the order is only possible to the following rules : 95% refund of the whole price if down payment is received. 80% if boat is already measured. 50% if Cover is cut . After that no refund possible . If the cover is for a standard Boat type you can expect a 80% refund after a possible resale.

Chris Lohmann

President Lohmann Sails & Covers Ltd

Ladysmith 1.12.2009



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