

**WARRANTY ASSIGNMENT AGREEMENT**

This warranty assignment (the "Assignment") was executed at \_\_\_\_\_ on \_\_\_\_\_.

**BETWEEN:**

**Seller's name:** \_\_\_\_\_

**Seller's address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereafter the "Seller")

**AND:**

**Buyer's name:** \_\_\_\_\_

**Buyer's address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereafter the "Buyer")

(the Seller and the Buyer are hereafter referred to collectively as the "Parties" and individually as the "Party")

**WHEREAS** the Seller purchased from Roski Composites Inc. (hereafter "Roski") a new RSK Trailer with the serial number \_\_\_\_\_ on \_\_\_\_\_ (the "Trailer");  
(date of purchase)

**WHEREAS**, when the Seller purchased the Trailer, the Trailer was subject to a warranty, reproduced in Appendix A hereof (the "Warranty");

**WHEREAS**, on \_\_\_\_\_, the Seller sold the Trailer to the Buyer and, consequently, the Seller hereby wishes to assign the Warranty to the Buyer in accordance with the terms and conditions herein;

**IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:**

**1. Interpretation**

- 1.1. The Warranty in Appendix A hereof forms an integral part of this Assignment.
- 1.2. This Assignment is governed by and understood within the meaning of the laws of the Province of Quebec and the laws of Canada applicable thereto.

**2. Assignment of the Warranty**

- 2.1. The Seller hereby assigns and transfers all of its rights and interests in the Warranty to the Buyer.

**3. Assignment Procedure**

- 3.1. Once this Assignment is duly completed by the Parties, the Seller agrees and undertakes to send a copy of the Assignment signed by the Parties to Roski's head office at 130, rue de l'Église, Roxton Falls (Québec) J0H 1E0 CANADA, to the attention of "Service à la clientèle, RSK" with "Garantie RSK" as the subject.

**IN WITNESS WHEREOF**, the Parties signed this Assignment at the location and on the date mentioned above:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Seller's name: \_\_\_\_\_ Buyer's name: \_\_\_\_\_



## LIMITED WARRANTY

**ROSKI** Composites Inc., headquartered at 130 De l'Église Street, Roxton Falls, Quebec, J0H 1E0, guarantees, for a period of one (1) year from the delivery date, that any RSK Trailer purchased from Roski on or through this Website or through a dealer: (a) may be used for its intended purpose insofar as it is used normally and in compliance with the instructions set out in the User Guide; (b) complies with the description of the said sailboat as it appears on the Website; and (c) is free of any defect in material or workmanship.

### Obligations of ROSKI

The sole obligation of Roski under this limited warranty is to provide hull, axle and wheel repairs, and to supply replacement parts for any other part of the RSK Trailer purchased on or through this Website or through a dealer for a period of one (1) year from the delivery of the RSK Trailer. In the event that one or more of the above-mentioned parts cannot be repaired and the damage to the part is covered by this limited warranty, Roski shall replace the part in question, free of charge, for the RSK Trailer owner, with the exception of transportation, shipping and delivery fees, which shall be at Trailer's owner's expense throughout the warranty period.

### Exclusions

- a) This limited warranty does not apply to damage caused by:
  - i. abnormal use of the RSK Trailer;
  - ii. failure to follow the instructions set out in the User Guide;
  - iii. a collision or accident;
  - iv. commercial or rental use of the RSK Trailer;
  - v. poor maintenance;
  - vi. improper storage;
  - vii. poor weather conditions;
  - viii. temperature fluctuations;
  - ix. prolonged exposure to cold, sunshine, humidity or high winds;
  - x. transportation of the RSK Trailer; or
  - xi. any modifications made to the RSK Trailer or to its rigging by any person other than an authorized representative of Roski.
- b) This limited warranty does not apply to cosmetic damage, including scratches, dents and discoloration, unless caused by a defect in the RSK Trailer's materials or workmanship.
- c) This limited warranty does not apply to damage to the "gelcoat."
- d) This limited warranty does not apply to damage resulting from any accidents, misuse, burns, or other external causes.
- e) This limited warranty does not apply to defects resulting from normal wear or aging of the RSK Trailer.
- f) This limited warranty does not apply to any damage caused during transportation of the RSK Trailer.
- g) This limited warranty does not apply if the RSK Trailer's hull serial number was removed or defaced so as to be illegible.

## **Procedure to follow**

To be able to exercise this limited warranty, you must follow the following procedure:

1. Fill out the Roski claim form available on [www.rsktrailer.com](http://www.rsktrailer.com) Website and email it, along with a copy of your receipt, the RSK Trailer serial number, and photographs of damage to the RSK Trailer, before the expiry date of this limited warranty.
2. An authorized representative of Roski will examine the submitted documents and will contact you within thirty (30) days of transmission of the above-mentioned documents in order to come to an agreement with you concerning the repair or replacement of the RSK Trailer or any part thereof, if the claim is covered by this limited warranty.
3. If the required repairs are covered by this limited warranty, the authorized representative of Roski will notify you of where and when the RSK Trailer can be retrieved. In the event that, following examination, the said authorized representative determines that this limited warranty is not applicable, he or she will notify you about this situation and about the fees payable for repairs to the RSK Trailer or any of its parts, as well as the procedure to follow in order to have the RSK Trailer repaired.

## **Warranty assignment**

This warranty may be assigned or transferred to a subsequent buyer only if the appropriate assignment document has been completed and sent to Roski within the allotted time. The required form and instructions regarding any assignment or transfer are available at [www.rsktrailer.com](http://www.rsktrailer.com).