

Sevey's Boatyard Terms and Conditions

A. We reserve the right to cure.

- 1. All jobs must be verified, and work orders signed off before work is started. Copies of Seveys Boatyard Inc.'s Terms and Conditions apply. They are available at the service desk, online on our website or via email if desired.** Customers must address their concerns in writing via certified US Mail as outlined below.
- 2. Custom components, As IS, Special Orders (See also Section L) or Project sales are non-refundable.**
 - A. Security Deposits or deposits in kind may be required for transactions mentioned in "A2" above. These deposits are non-refundable should the customer desire to cancel the order after the order is completed at our end.**
- 3. Phone, Email, Fax, Telegraph, Letter and Online orders require written signed copy before the order is processed. The written Purchase Order or Written Order can be emailed as a PDF or processed through the US Mail. Signatures, Payments and addresses will be verified prior to order shipment.**
- 4. Customers using credit cards must provide full name as it appears on the card, the credit card issuer, the address where the credit card is billed to and contact information for the holder and the user. WE will contact the card holder for order and security verification and to acquire the security code for the card. All documentation will be verified prior to allowing the shipment of any merchandise or product to leave our immediate control.**
- 5. Customers who desire to have merchandise or product shipped outside the United States, or orders originating outside the United States must provide the address of the destination, contact person and country of destination. Seveys Boatyard Inc. will handle all customs declaration and shipping. Customers may request their carrier of choice if desired, otherwise we will use the best carrier for the shipment and country of destination. NO 3rd PARTY Labels or documents will be accepted.**
- 6. All merchandise or products will be shipped by us to the destination provided by the customer. Under no circumstances will merchandise or product be shipped under a customer's supplied label. We will quote, shipping, handling, customs and destination charges prior to shipment and acquisition of funds from the customer for the customers approval.**
- 7. Customers must file their concern within 20 days of sale or invoice payment for consideration.**
- 8. There is a \$35 fee for all returned checks and \$70 fee for unjustified credit card charge backs or claims.**
- 9. Proof of purchase is required for all refund transactions.**
- 10. Please note that credit or debit card refunds may take up to 10 days for bank processing.**

B. Boatlift, Mooring and Dockage services are tendered in the following manner:

- 1. Off season rates, November 1st through April 14th, billed for first time buyers or for annual renewals are tendered at a special seasonal rate below our normal retail rates and must be paid in full by the due date. The customer's verbal confirmation and payment of any invoice constitutes acceptance of our terms and conditions. Special purchase, promotional and season discount invoices are non-refundable, unless prior approval of the management is obtained. The requirements of section "A" above also apply. Subletting is allowed with approval from Sevey's Boatyard Inc. management for the entire or balance of the current season.**
- 2. On season Rates, April 15th through October 31st, are tendered at our normal rates and may be modified by the management from time to time for special events, sales, repeat customers or economic conditions. Verbal agreement and payment of invoice constitutes acceptance of our terms and conditions. Space rental sales are final and nonrefundable. Subletting is allowed with approval from Sevey's Boatyard Inc. for the entire or balance of the current season.**
- 3. When renting and/or using a boatlift, mooring or dockage space, the customer assumes the inherent risk associated with such practices. Seveys Boatyard will maintain the equipment in as good a condition as possible during the boating season of April 15th through October 15th of each year. The customer agrees by renting the boatlift, dockage or mooring space to release and hold harmless Seveys Boatyard, for any damages, caused by lake and weather conditions beyond Seveys Boatyard control. The customer also agrees to the same terms if and when Seveys Boatyard's boatlifts, moorings or dock space is used without Seveys Boatyard's knowledge or outside the boating season as specified.**
- 4. Seveys Boatyard will attempt to maintain the usability of dockage and boatlifts from April 15th through October 15th of each year. The customer agrees to release and hold harmless Seveys Boatyard for lake level conditions beyond their control which from time to time may or might render the continued use of dockage and boatlifts unusable. When such conditions exist Seveys Boatyard will attempt to render services during regular business hours to the best of their ability, to complete the boating season until October 2nd at which time the season will officially end. Lift and dockage fees are not prorated when these conditions**

occur. Seveys Boatyard also reserves the right to end the season when the lake conditions or level make it no longer safe to launch or retrieve vessels from the lake.

C. Our Tax ID Number is 16-1026078. To qualify for non-taxable sales, you must provide us with proper documentation as required under New York State and Federal Law.

D. There is no return on opened electrical or electronic parts. There is no return or refund on special order parts.

E. Payments are due on the due date of the invoice to avoid finance charges.

1. Finance charges are applied at the rate of 2% over 30 days or 24% per annum.

F. There is a 15% restocking fee on all merchandise returns. Items must be in their original packaging and in marketable condition at the time of return for a refund to be issued less the restocking fee or as defined in "D" above.

G. There are no cash refunds on check, debit, or credit card transactions.

H. Bills may be paid in person with proper data and identification, by phone with proper data and identification or from our web site at www.seveys.com, or through our secure PayPal link. Your use of these payment methods constitutes acceptance of our terms and conditions.

I. Oil, Coolant, Treatment and Preservation items may be returned for exchange only. They must be returned in their unopened, undamaged, original containers.

J. New Motor, New Trailer, New Boat, Used Motor, Used Trailer and Used Boat sales are sold as advertised.

1. No refunds on As Is/ Where is sales. These sales are final.

2. Customers may request a refund or cancel a boat, motor or trailer sale within 72 hours of invoice date with the following exceptions.

a. Special Order or Holding Deposits are non-refundable.

b. If custom work is performed on any item covered by item "J", the sale is final and will be subject to Sevey's terms and conditions, Sevey's standard warranty and/or manufacturer's warranty as applicable.

K. Items sold at Sevey's Boatyard are covered by one or more warranties at the time of sale. Customers may request warranty information before, during and after the sale process. A written copy of the implied warranty can be obtained on request at any time.

L. Special Orders

There are No refunds or credits for unclaimed or custom components unless approved by Sevey's Boatyard Incorporated Management.

1. All special-order items whether stand alone, used in or incorporated into any other component or vessel are billed in advance.

M. Credit/Debit card hold/deposit release

Sevey's Boatyard may from time to time place an authorization hold on your credit/debit card to determine the validity of your account.

When any work is completed, a charge for the total amount due is submitted to your credit card company.

Depending on the credit card company, there may be a delay between the time the charges are received and when the hold is released. The length of time this takes is not determined by Sevey's Boatyard. Since the card issuer is responsible for releasing authorization holds and/or funds back to their customers' accounts, we recommend you contact the card issuer directly.

N. Using another person's credit or debit card.

Can I use another person's credit or debit card for payment?

Charge cards and debit cards must be in the users' name. The user's name must be embossed on the front or back of the card.

O. Use of multiple credit/debit cards

Can I use more than one credit or debit card to pay my bill?

Yes, you cannot split charges among different cards but, they must be the same type.

P. Equipment

1. Equipment such as ski lines, harnesses, skis, tubes, fun craft, wake boards, surfboards and the like are available for purchase in Sevey's store. These items are not available for rental.

Q. Sevey's Boatyard reserves the right to amend these policies from time to time and/or as required by New York State and other agencies. We reserve the right to always cure in all cases.

R. US Military

1. Thank you for your service!!

2. Seveys offers Active-Duty US Military personnel and veterans a 10% discount with proper ID.

3. ID's accepted are Military ID, Veterans ID (VA), Retired Military ID or DD214.

4. Fuel, Sale Items, Special Orders, Freight and Shipping Charges, Warranty Work, Discounted Seasonal Passes and Discounted Special Lift or Mooring rates are excluded.

S. Seveys Campground

1. Seveys has a campground with a limited number of full hook-up sites and several tent sites for real campers.

2. It is recommended to reserve sites ahead to be sure one is available on the dates desired.

3. Reservations must be paid in advance with a major credit or debit card. Reservations made, but not used or cancelled on the day of arrival, are non-refundable. If cancelled 48 hours prior to arrival, one day's fee will be charged. If cancelled more than 48 hours in advance of arrival, 10% of the first nights fee will be charged.

T. Normal wear and Tear

1. Normal wear and tear is expected on all equipment in service.

2. It is expected that the renter will be responsible for proper operation and proper care of the boat while in the renter's possession.

U. Abnormal Wear and Tear

1. Items determined to have been damaged by the renter (abnormal wear and tear) at the time of turn in inspection will be charged to the renter at the current shop rate plus materials.

a. Examples of abnormal wear and tear:

1. Seats, deck cushions, seat backs damaged by improper use.

2. Damage to support components, interior structures, electronic equipment.

3. Damage to covers and related components.

4. Physical damage to the item.

V. General Labor

1. General Labor is billed at a different rate other than our regular hourly rate. The minimum billing for General Labor is 1 hour unless otherwise approved by the management.

W. Engineering Fees:

1. Engineering fees are incurred where other than normal research is required to obtain documentation or parts information.

2. Engineering fees are also incurred where redesign or substitution research for obsolete components is required.

3. Engineering fees are billed at a different rate than our regular hourly rate.

X. Outside Venders

1. Handling fees may be incurred when a customers' boat or trailer is moved or made available to outside vendors.
2. These fees vary with the type of service rendered and are not the same as our regular labor rates.
3. Handling fees may also be incurred for special modifications, non-standard products, covers or assemblies that require special services to use or install by Seveys Boatyard Personnel during the normal course of servicing.
4. Examples of items are: Custom covers that require interlocking strapping or clips, commercial covers that do not have proper poling or support, trailers with special hitch requirements or sizes, trailers without jacks, boats left without keys or batteries, outside vender requirements for access not contracted by Seveys Boatyard Inc.
5. Commercial entities using our launch ramp may do so with permission from Seveys Boatyard Management. Any special requirements or fees will be conveyed or arranged at the time the request is made.

Y. Boat Storage & Summarization

1. Boats are fully serviced in the fall when turned in for storage. Dockage, Mooring and Hoist customers must notify us prior to our closing date posted on our websites calendar page, of their desire to store or not store their boat with us for the winter season by email or written letter. Service fees are based on the type and boat design. Those vessels turned in or left unattended past the closing date, will be serviced and/or stored at our discretion and conform to Sevey's Boatyard Standard Pricing in effect at the time. Boats removed from storage the following Spring incur a startup fee plus normal summarization charges depending on the boat type and power.
2. We require two weeks' notice for removing boats from storage to facilitate yard movements and shop work schedules. You may make the request via US Mail, Email, or phone.
3. Estimates can be obtained for all services by contacting the service department. As is where stored is also available with a signed waiver agreement. There is a fee for conventional estimates only at our discretion and for Electronic (EFI/ Fuel Injected) products.
4. Boats not picked up after 10 days from the date of notification will incur a \$10 per day storage fee.

Z. Credit Card and PayPal Boat, Motor, Trailer, or Combination Thereof Sales

1. Seveys Boatyard allows customers to buy these items using PayPal or their credit card under the following conditions.
 - a. For used items, Credit Card and PayPal terms are where is as is and all sales are final subject to Seveys Standard Used Warranty, if any, disclosed at the time of sale.
 - b. Seveys charges a credit card processing fee of 3.5% on all credit and PayPal sales. Our invoices reflect this fee in our overall pricing. Customers who elect to pay by check or cash will receive a credit against their account for the 3.5%.
 - c. For New Boat, New Motor, New Trailer, or Combination There Of, PayPal or Credit Card sales, customers may not receive a cash or check refund and are subject to the following requirements.
 - 1) Chargebacks must be requested within the first 24 hours after the Boat, Motor, Trailer or combination thereof leaves our yard and must be returned prior to receiving a refund as per our terms and conditions.
 - 2) Customer is responsible for the depreciation value once the Boat, Motor, Trailer, or combination thereof leaves our yard and any fees incurred to remove any components from the customers property.
 - 3) The Boat, Motor, Trailer, or combination thereof and all accessories must be returned in a re-sellable condition.
 - 4) The customer is responsible for all charges for restoring the items to a sellable condition and for normal wear and tear as determined at the time of return to our facility or yard.
 - 5) In the event of default on the part of the customer, the customer will be responsible for all collection and recovery costs associated with the repossession of the items and the restoration for resale.

Modified 03/28/2016; added highlighting, and U5.

Modified 04 April 2016; added lake conditions clause.

Modified 20 August 2016; corrected several spelling errors and updated some language.

Modified 15 March 2018 for Credit Card and PayPal Sales of Boats, Motors, Trailers, or a combination thereof.

Modified 14 August 2018: Add language for special orders, fraudulent chargebacks, orders, and shipping addresses. or methods. Add procedures for special orders, items leaving the United States and verification procedures.

Modified 09/17/2021: Update terms and conditions to reflect current policy and operations.

Modified 03/27/2024: Update terms and conditions to reflect changes in our terms and rules, and to update invoicing per changes in New York State Law.

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