



LOHMANN SAILS & COVERS LTD.

www.BoatCovers.ca
Phone #: 250-722-3445
Toll Free: 1-877-537-9611
Email: admin@boatcovers.ca

In effect as of February 2020

The following terms are between Lohmann Sails & Covers Ltd. (LSC) and the “customer” or “boat owner” who has demonstrated agreement of the terms by payments made for deposit on a custom-made cover, or for services requested.

Due to the amount of information available on our webpage and due to the need for fast and efficient communication while traveling, we can only serve customers who have access to the internet and have a valid E-mail address.

To avoid misunderstandings after talking to us via phone or in person please always contact us afterwards and confirm via e-mail the dates, colours, or concerns and demands so that we all have a paper trail. Otherwise if a disagreement arises the last recorded information via email or online submission will take precedence.

TERMS OF AGREEMENT AND CONTRACT:

These terms apply to all services and products created by Lohmann Sails & Covers Ltd (LSC) and take precedence over any statements made in a passing email or spoken word to customers directly unless amendments are specifically stated in writing and signed off by a LSC owner or manager. This contract is governed by the laws of BC.

Quotes, Orders and Down Payments:

1. Order “proposals” or “quotes” are only valid for one month and are binding in terms of price and delivery time.
2. Sales orders or “order confirmations” only become valid when the buyer has made the requested down payment and the buyer has agreed with LSC on the location and approximate time frame for boat measurement.
3. New Cover orders and Service orders are strictly: “First Come First Serve”. If a specific week is already booked up for a service, requested timeframes will be pushed forward into the following week. You will be notified if this occurs.
4. Since a few years due to policy changes of the big fabric mills in the USA the availability of Fabric style and colour are not always guaranteed and we sometimes must switch to another colour or another style. But be assured that will not change the usability or longevity of the cover.
5. If the customer has not informed us of their preferred colour choice before making the down payment, then the cover will be produced in our default colour, this will be whatever we have the most stock of at the time.
6. Service and service subscription invoices are to be paid in full when the invoice is received and before any service work begins.



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7. If we have been unsuccessful in our attempts to measure the boat due to wind or the boat being away when we have tried to measure the timeline for delivery will be extended.
8. No measurement of boats or pickup of covers for repair from our storage space will occur in July and August in the lower mainland due to overburdened ferry traffic.
9. It is understood that all orders received in the spring and summer for new covers will have a fall installation and will not be installed before mid-September unless pre-arranged with us. This is regardless of when the measurement may take place.

Accessing your Boat for Measuring, Installations & All Other Services

10. During any service or measurement of a cover we may have to remove the mooring lines. We will do the reattaching of these lines to the best of our ability and knowledge, and we will try to copy the arrangement and length in which they were found, however it is your obligation as the owner to check the lines and boat ASAP, because LSC and all person's acting on behalf of LSC will not be liable in any way for any resulting damage.
11. Due to the design of our covers **proper docking lines are vital**. Each connection to the dock must be a separate line because each line must be undone and fed through one of the openings in the cover.

Customers who use one long line from the middle of the boat as a forward spring to the dock and back and then again to the dock as a back spring and have all of them cleated must change to using multiple lines in order for our cover to function properly. We may decline doing installation services if you are not using separate proper docking lines.

12. To properly measure for the boat cover or during a take down or installation service we must climb all over the boat. LSC and all person's acting on behalf of LSC will not be liable for damage resulting from weaknesses of the material (e.g. wooden handrails, wire lifelines, antennas made of aged plastic or front windows) which cannot withstand the weight or are not save anymore for their intended purpose and would have to be replaced anyway.
13. Boat owners need to remove for both the measuring and for the installation of the cover all obstructions on the railing and the stern pulpit such as rescue rings, BBQ's, Motors, VHF and GPS Antennas, etc. since UV ray related weaknesses in these can easily result in breakage or interfere with the fit of the cover. Lately there is a trend that all the toys are stored on the boat like Dinghies, Kayaks, Paddleboards etc. In case of larger boats I recommend that you put them inside the boat if possible and with smaller boats please take them home, it really interferes with our job of measuring or installing the cover.
 - a. Please remember what the state the boat was since the cover was either measured or the last time it was covered e.g. Bimini up or down, Dingy on board or not, anchor on or removed etc. The boat needs to be in the same configuration for the next installation. Further you must notify us of any hardware additions during the year which could influence the shape of the cover, with photos if



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possible.

- b. If your boat is lying east to west or vice versa you might have, after a couple of years, more green on the northern side of the cover and added deterioration on the sunny side due to UV rays. Turn the boat around next year and it will help the cover age more evenly.

14. Installation and Takedown Service Requests

- a. As disclosed in our service forms on our websites we require a 2-week window for all services in order to pool work-orders and time around weather changes. We also need if possible, a 2-4 week heads up before the start date of the 2-week time frame.
- b. Your boat needs to be ready for the requested service at the start date of the 2-week window you gave us; this means the boat needs to be cleaned and prepped (BBQ and flags down etc.) prior to the start date without us contacting you again. Larger boats (40ft and up) cleaning can be done after the installation as well. We do not guarantee that we are able to contact you before we perform our service if it's within the two-week timeframe you gave us.

15. Since Marinas and Yacht Clubs maintain all kinds of security regulations and are very restrictive about access to the boats, it is necessary for boat owners to verify policies concerning visiting trades. Please inform marina office staff of your cover or service order in writing describing the expected visits and work to be done and send a copy to us as well to admin@boatcovers.ca. Also please check with your marina about dates when covers are required to be off and make sure to book your service with those time-frames in mind.

16. Some Marinas and Clubs have no or only part time staff available to give us access. In these cases, we will ask you to provide us with a key to the marina which we can use during the making of the cover or during the Service period.

Delivery, Installation and Final Payments:

17. "Delivery time" is counted from the date when the down payment is received.

- a. Due to occasional problems with the delivery of materials and/or weather-related delays the buyer agrees that "Delivery Time" can be extended by two weeks, after that the buyer has the right to give eight days' notice to cancel the order with a full refund of the down payment if the cover is not delivered by the end of the eight days

18. One-off boat covers for customers in the Pacific Northwest (Canada) will be delivered and installed by LSC. No measuring and installations inside the U.S.A. currently. For all other areas the cover will be shipped with instructions or the installation is available for a fee.

19. Since customers sometime ask to be present during the installation, we will try our best to arrange for that,



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however this is not a guaranteed part of the contract. It is very easy to figure out about the installation process by taking the cover down step by step and then reverse engineering the process.

20. All invoices are payable in full before delivery or shipment.
 - a. If an invoice is not paid within 3 months for new covers, we will consider the job abandoned with no refund of the down payment available. We will then either start a civil action or sell the cover to a third party.
 - b. If the cover was paid in full, we will consider the cover abandoned after 2 years of no contact from the client. At this point we take back legal possession of the cover and you will need to pay a fee to have the cover returned. At this point we may also sell or destroy the cover after an additional 3 years have passed.
21. Any shipping charges are paid by the customer including all Customs and Broker fees. The customer is responsible for providing the shipping broker with the IRS/SIN number for the textile import as well as any other information they may need to import/export the cover.
22. The customer agrees to accept a 90% fit of the cover until the scheduled makeover and agrees to pay all invoices in full, provided the cover is functional.
23. For orders where installation may not occur until months after the cover manufacturing date, final payment is due when the invoice is sent out.

Warranty and Services:

24. After the first six months or the first season, there is a free makeover (service) to repair weaknesses and to adjust fitting inaccuracies that might have come to light. We insist on this timeframe so that every problem after this "break-in" period is captured.
 - a. The customer must deliver the cover to either the Ladysmith Workshop, the North Vancouver storage location or another location that was previously arranged with LSC. This free service does not include cover pickup or takedown.
 - b. Once the service is complete and any necessary repairs have been done to the cover the customer will be notified and is required to pickup the cover. If the customer does not arrange pickup of the cover and the cover remains stored by LSC, storage fees may apply.
 - c. For customers needing to ship the cover for required upgrades that have been acknowledged by LSC shipping and handling will be split 50/50. No packages freight collect, or COD will be accepted, all packages must be shipped prepaid.



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- d. Please use the appropriate form on our website to order this service which, due to the seasonal character of our business warranty related repairs are only available between first of March to the end of June. Please keep in mind that Fall-Installations should be scheduled in the months of Oct. to Dec. and Spring-Take Downs should be scheduled in the months of March and April.
25. Every cover comes with a bag for each part, a bag for the posts and a five-year warranty on proper fit and durability, and fitness for its intended use.
- a. The warranty does not cover normal wear, weather soiling, or stains from environmental pollution. The product must be properly installed, secured, maintained, and utilized for the purpose for which it was intended. If there is a defect with the material, Lohmann Sails & Covers will repair or replace (at its discretion) the product free of charge provided the customer prepays freight to and from our factory.
 - b. Improper installation and direct winds above 120Km/h limit this warranty.
 - c. Weathermax provides up to 10-year warranty on some of its fabrics, our warranty is only for 5-years, however if the issue is purely related to the fabric we can help you submit any claims to the fabric manufacturer.
26. If repairs or changes must be made to the cover by someone other than LSC, please get approval prior to any work done, otherwise unauthorized repairs and alterations will void the warranty and our liability for damages that may be caused by the cover.
27. Any covers coming in for repairs must be delivered to us within the spring months (March – June). If covers are delivered after June for repairs, we do not guarantee that repairs will be completed that year.

Other Important Terms to Note:

28. Sometimes older boats or ones with a faulty construction are not able to withstand the forces of the windage the cover generates, or the weight of the snow, or in rare occasions the weight or construction of the cover itself. Since this only comes to our attention after we have received the down payment and we have already attended the boat for measuring we will ask for improvements to the boat or if that is not possible we may have to decline the order and refund the down payment retaining a 10% fee of the total price for time and resources already used.
29. Wooden boats and boats with teak decks will sweat for some time, all the water stored in the wood fibers will condensate to the inside of the cover. Our cover fabric is breathable but if there is no force (temperature difference to the outside) it will stay on the fabric for a while. To speed up the drying process you can run your usual heater or fan inside while on board; do this at your own risk.
30. If the cover is leaking at the seams don't panic, after a while the little stitch holes will fill up with dirt and seal. (Don't clean the seams too thoroughly in the spring). To help prevent this the boat owner can purchase and



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apply a seam sealer themselves to all trouble areas.

31. During trips across the Pacific Northwest we sometimes encounter "sad" looking "Lohmann Covers". This is usually because the cover was either improperly installed or environmental influences have contributed to this sorry state. We reserve the right to enter onto your boat even after several years and take care of the problem if we feel small adjustments can fix the issue. If you do not wish for us to do this, please contact us and let us know.
32. The Tips and Instructions in the "Boat Cover Instructions" (attached to your invoice) and the information given on our Webpage www.boatcovers.ca are all also part of the Terms of Contract and Use.
33. If you sell your boat and/or the cover, please let us know and pass a copy of these terms to the new owner and urge them to register with us for uninterrupted service.

Cancellations

34. Boat Cover Order Cancellations

- a. Cancellations of an order by the customer is always possible before the down payment is received.
- b. A 10% fee of the total price is retained if down payment is received but no work has commenced.
- c. The down payment is retained in full if the customer cancels the order and the boat is already measured.
- d. After that no cancelation or refund is possible. If there is an issue with your cover, we will make an effort to modify your product to suit your needs.

35. Service Cancellations

- a. Full cancellations of services are available if no work has been completed and no payment has been made.
- b. A 10% fee of the service price will be retained if cancellation occurs before any work has been completed but after payment has been made.
- c. For individual services no refund or cancellation is available after work has been completed.
- d. For the total service, if the customer cancels after some but not all the work has been completed, then LSC will retain the value of the service completed if it had been ordered separately and refund the rest.



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- e. For total services, no refund or cancellation is available after all work has been completed.
 - f. Please note that storage is a service and you will be charged if we are storing your cover, if covers are left in our care and storage fees have not been paid and no action is taken to either pick it up or ordering future services the cover will be consider abandoned after 2 years of no contact from the client. At this point we take back legal possession of the cover and you will need to pay a fee to have the cover returned. At this point we may also sell or destroy the cover after an additional 3 years have passed.
36. A deposit also becomes non-refundable if we don't hear from the client for over 1 year after we have tried to contact the client, even if no work has taken place.