

STARBOARD YACHT GROUP LLC LIMITED WARRANTY

Starboard Yacht Group LLC (Hereafter "Service Provider") hereby provides this Limited Warranty for work and material for repairs provided to the M/V _____ (hereafter "Customer") This is a limited warranty and Customer agrees to the terms conditions and limits of this warranty for work performed and materials provided. This Limited Warranty is a marine contract and subject to the general maritime law. The Service Provider agrees to warranty the following:

A. LIMITED WARRANTIES

1. That the work will be done in a workmanlike manner according to the repair standards and practice for vessels of this type;
2. That the materials used shall be of suitable quality for the vessel. Should there occur or exist any weakness, and deficiency in the components and materials and workmanship provided by Service Provider, any failure, and breaking down or deterioration caused by poor workmanship or furnished materials which require repair, then such deficiency shall be repaired or replaced, at the Service Provider's option and expense, at its facility in Dania Florida **subject to the restrictions in this Limited Warranty.** However, the Service Provider shall not be responsible for the cost of correcting any such deficiency due to ordinary wear and tear nor to the extent that the deficiency was caused by the negligence or other improper act of the Customer, owner or any operator of the Vessels or of any other person. Service Provider shall not be responsible for the cost of correcting any such deficiency of any component provided by any third party manufacturer or for any component which has a manufacturer's warranty.
3. This Warranty shall extend only to a workmanship deficiency which is reported in writing to Service Provider within **one hundred eighty (180) days** after completion of the repairs. For Service Provider supplied material, the warranty period shall be **one hundred eighty (180) days** from the date of completion of the repairs. Service Provider's warranty shall extend only to the warranty of the repairs and components supplied by Service Provider for the vessel repaired. Service Provider shall not provide any warranties for any equipment provided by Customer or manufacturers. Service Provider will furnish copies of all component manufacturer's warranties for any equipment installed on the Vessel at customer request. Service Provider shall not warranty any component placed on the Vessels that was not fabricated by Service Provider. **The warranty period shall expire 180 days from the time of completion of the repairs. Warranty claims must be made in writing within 180 days after the time of completion of the repairs.**
4. In the event Customer notifies Service Provider of any covered warranty claim and said claim is accepted by Service Provider, Service Provider may perform repairs or replacement of the warranty item, at its option, and notify Customer in writing of said repair. All warranty repairs shall be at Service Provider's facility in Dania Florida. Should Service Provider decide to make the repairs at

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a remote location, at its sole option, Customer agrees to pay Service Provider in advance for transport of parts and tools, travel costs and expenses of the remote repairs, including transportation, housing and \$50 per day per diem food expenses for the repairmen. If it is not practical to have the Vessel proceed to Service Provider's facility, Customer may, with the prior written consent of Service Provider, have such repairs and/or replacement made elsewhere, and in such event, SERVICE PROVIDER shall reimburse CUSTOMER for the cost of such repairs providing costs of effecting the necessary repairs does not exceed \$45.00 in U.S. currency per man hour extended and the cost for any material required does not exceed actual cost of the materials based on cost of materials available in Fort Lauderdale and Dania Florida. Service Provider reserves the right to reject part or the whole cost of repairs if they are excessive or are not comparable to labor and work hours for similar repairs in the Ft Lauderdale and Dania area.

5. The SERVICE PROVIDER shall not be responsible for any paint and / or gel coat failures or defective painting or paint preparation of the Vessels manifesting itself after redelivery of the Vessels to Customer.

B. RESTRICTIONS APPLICABLE TO ALL WARRANTIES: These limited warranties do not cover:

1. Problems caused by improper maintenance, storage, cradling or blocking, normal wear and tear, misuse, neglect, accident, corrosion, erosion, lightning strikes, electrolysis or improper operation, including overloading and excessive speed for sea conditions.
2. Speeds, fuel consumption and other performance characteristics because they are estimated, contingent on many variables such as sea condition, weight of customer's gear, options, additional equipment, and bottom conditions are not guaranteed.
3. Alterations affecting structural components.
4. Loss of use, charter hire, rental of replacement vessels, lost opportunities, and specifically excludes incidental, consequential and punitive damages and costs associated with same.
5. Problems caused by installation of components by outside Contractors engaged by Customer.
6. Any other damages pursuant to maritime law, Federal Law or Florida Law.

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THESE LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER REMEDIES AND WARRANTIES EXPRESSED AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT, OR USAGE OF TRADE. IN THE EVENT THAT IMPLIED WARRANTIES ARE FOUND TO EXIST UNDER THE LAW OF A PARTICULAR STATE NOTWITHSTANDING THE EXCLUSION CONTAINED HEREIN, THE DURATION OF ANY SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY STATED HEREIN. CUSTOMER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM/HER WITH RESPECT TO THE QUALITY OF REPAIRS OR MATERIALS AND FUNCTION OF THE VESSEL. ANY ORAL STATEMENT OR PRINTED MATERIAL ADVERTISING THE VESSEL REPAIRS OR MATERIALS WHICH STATES ANY PERFORMANCE CHARACTERISTICS OF THE VESSEL REPAIRS OR ANY OF ITS COMPONENTS SHALL BE CONSIDERED AND CONSTRUED AS AN ESTIMATED DESCRIPTION ONLY AND SHALL NOT BE RELIED UPON AS AN EXPRESS WARRANTY OR AS THE BASIS OF THE BARGAIN FOR THE VESSEL REPAIR OR ANY OF ITS COMPONENTS. **ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES WHICH MAY BE INCURRED ARE EXCLUDED AND SPECIFICALLY WAIVED BY CUSTOMER AND CUSTOMER'S SOLE REMEDY IS LIMITED TO REPAIR OR REPLACEMENT OF ANY PART(S) JUDGED DEFFECTIVE BY SERVICE PROVIDER.** THIS WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THIS WARRANTY AND CONTRACTS ARE TO BE CONSTRUED PURSUANT TO THE GENERAL MARITIME LAW AND TO THE EXTENT IT DOES NOT APPLY, THEN THE LAW OF THE STATE OF FLORIDA SHALL CONTROL TO THE EXCLUSION OF ALL OTHER STATES AND LAWS.

The parties agree to the exclusive venue and jurisdiction of the Southern District Court of Florida sitting “in admiralty” for all claims made pursuant to this Limited Warranty and all claims between the parties with each party to bear their own attorneys’ fees and costs and hereby waive any claim for attorneys’ fees pursuant to admiralty law, common law, Florida State law or any Federal or State statute including Magnuson–Moss Warranty Act (15 U.S.C. § 2301 *et seq*) Magg-Moss or Florida's Deceptive and Unfair Trade Practices Act (FDUTPA) (F.S. §501.201 *et seq.*)

Customer: _____ SYG: _____

Date: _____ Date: _____