



1.1 The Distributor agrees to provide, at its expense and with its own personnel and technical means, suitable after-sales service which shall extend to all the products in respect of which such assistance may be required in the Territory. Such after-sales service shall be provided in accordance with the standards indicated by the Manufacturer.

1.2 The Manufacturer shall provide the Distributor with the training necessary to enable the latter's personnel to provide the above services. The Distributor agrees that, at its own expense, its technical and sales personnel will participate in such relevant training and updating courses as the Manufacturer may decide to organize.

1.3 The Distributor shall carry out all repairs and replacements provided for in the Limited Warranty Conditions. The Manufacturer shall supply the Distributor free of charge with the items or parts needed to replace defective items or parts manufactured by the Manufacturer under the warranty conditions and shall bear all the previously agreed expenses of such service excluding expenses associated with transporting the product to and from the repair facility. The Distributor must obtain pre-authorization from the Manufacturer prior to making any repairs on the product. The Distributor is obligated to follow any Manufacturer's directions for such repair or replacement covered by this Limited Warranty.

1.4 The warranty conditions for the major components of the product listed in the point 1.15 are given separately and they are the same as given by the producers of such components. The Distributor hereby confirms it has reviewed and accepts the warranty conditions for the components of the products. To the exclusion of all other remedies, which might be otherwise available and which may be validly excluded by the agreement of the parties, it is hereby agreed that the Manufacturer shall not be liable for more than the producer of each such component would have been, had the contract of sale been concluded directly between the producer of the component and the buyer. The warranty conditions applicable to the components are subject to change without necessity to amend this Agreement, and shall apply to each order accepted by the Manufacturer after the change of such conditions has been notified to the Distributor.

1.5 The Distributor is granted by the Manufacturer two (2) years of Limited Structural Hull Warranty.

The Manufacturer will repair or cover the Distributor's repair expenses for any structural fiberglass hull defect as defined below, which is reported within two (2) years from the date of the first retail sale to the first retail owner.

The Hull shall mean the single fiberglass molded shell and integral structure within that shell, including stringers and related structural reinforcements, all of which are below the hull

flange (i.e. gunwale). A Structural Hull Defect shall mean a substantial defect in the hull, which causes The product to be unsafe for general use as a pleasure craft under normal operating conditions.

1.6 The Distributor is granted by the Manufacturer two (2) years of Limited Hull Gelcoat Warranty. The Manufacturer will repair or cover the Distributor's repair expenses for defects that result in osmosis blistering of the exterior gelcoat surface of the Hull laminate at or below the waterline which is reported within two (2) years from the date of the first retail sale to the first retail owner.

1.7 The Distributor is granted by the Manufacturer two (2) years of Limited Warranty on Specific Parts manufactured by the Manufacturer.

The Manufacturer will repair or cover the Distributor's repair expenses or replace any parts which are defective in material or workmanship, which are not covered by either The Limited Warranty referenced above or listed in exclusions clause 1.8.

The Limited Warranty on specific parts includes:

- Windows cracks.
- Woodwork structural defects.
- Deck or superstructure structural laminate defects excluding gelcoat cracks.
- Stainless steel parts welding structural cracks.
- Aluminum frames welding structural cracks.

This period commences on the day of reception of the product by the first retail owner (i.e. the Distributor's client).

The Distributor shall advise the Manufacturer of said date but not later than 12 months after the product is delivered to the Distributor's given location. After 12 months of the product delivery to the Distributor the warranty starts automatically, even if the product is on stock and unsold yet to the first retail owner.

This warranty entitles the Distributor solely to the repair by the Manufacturer to the exclusion of all other remedies which might be otherwise available.

1.8 Exclusions

This Limited Warranty does not apply to the following items:

- Any product which have been salvaged or declared a total loss or a constructive total loss for any reason not covered by this Limited Warranty
- Any product which has been misused, used in negligent manner, used for racing, used for rental charter, military or other commercial purposes (Commercial purposes, as used herein, means a product with more than 50% usage for business or revenue producing purposes), operated contrary to any instructions provided by the Seller, or operated in violation of any Federal State, Coast Guard Regulation or other Governmental Agency laws, rules or regulations.
- Any product that has been altered or modified from The Seller's factory specification - any damage or deterioration of cosmetic surface finishes, including stress cracks, scratches, gouges, chips, crazing, gelcoat discoloration, air voids, fading or oxidation of gelcoat, - any

damage or deterioration or discolouration of wood finish (varnish, stains and paints), fabrics, vinyl, corian, plated or painted metal finishes, antifouling bottom paint or zinc anodes

- Any damage, shrinkage, wear and tear or deterioration of carpets, upholstery, cushions, graphics (decals, logo, stripes) and exterior canvas, tops, enclosures, and weather covers (including rainwater leakage)

- Osmosis blistering if the original gelcoat surface has been altered in any way, including repair, application of any coating other than marine antifouling bottom paint, improper surface preparation for paint, or excessive sanding or sand blasting.

- Any failure or defect caused by the accident, product abuse or misuse, failure of the retail owner to use, maintain or store the product as specified in the Seller's owner's manual and any other failure to provide reasonable care and maintenance of the product.

- Any representation or implication relating to speed, range, fuel consumption, or estimated performance.

- Loss of time, inconvenience, rental charges, travel expenses, loss of use, dockage fees, towing and storage charges, loss of damage to personal property or other remedies not specifically allowed.

- Any failure or defects caused by an act of nature resulting in damage, cost or expense - any failure or defect arising from a previous repair made by a non-authorized service provider, unless such repair was pre-approved by the Seller.

- Changing the design, way of manufacturing the product, standard options, or accessories by the Manufacturer without any obligation to make conforming modifications to any previously manufactured product.

- Any item exceeding the expressed coverage limits specified in this Limited Warranty engines, transmissions, controls, propellers, batteries, appliances, other equipment, accessories or components not manufactured by the Manufacturer or which carry their own individual warranties.

1.9 The remedy of repair or replacement of parts or materials that are found to be defective in factory materials or workmanship covered by this limited warranty shall constitute the first retail owner's sole and exclusive remedy against the Manufacturer for any claims whatsoever of economic loss resulting from product failure. In keeping with environmental policies and practices, the Manufacturer reserves the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the products as of the date of the first retail owner's claim. Acceptance of any product returned or any refund provided by the Distributor shall not be deemed an admission that the product is defective. products that are replaced become the property of the Manufacturer.

1.10 Except as set forth here in or on any other written express limited warranties by the Manufacturer, there are no other warranties either express or implied, provided by the Manufacturer on this boat. All other warranties, express or implied, including implied warranties of fitness and merchantability, are expressly excluded. The Manufacturer further disclaims any liabilities for economic loss arising from claims of product failure, negligence, defective design, manufacturing defect, failure to warn and/or instruct, lack of seaworthiness, and any other theory of liability not expressly covered under the terms of this

limited warranty. Any implied warranty of merchantability or fitness for a particular purpose is disclaimed. To the extent the implied warranty cannot be disclaimed, it is limited to the shorter of one year from the date of delivery to the first retail owner or the duration of the respective express limited warranties stated herein. To the extent allowed by law, neither the Manufacturer nor the Distributor shall have any responsibility for loss of use of the boat, loss of time, inconvenience, commercial loss or consequential damages.

1.11 Notwithstanding the above, the maximum liability of the Manufacturer shall not in any case exceed the price received by it for the product in question. All liability of the Manufacturer for any loss, costs, damages, loss of profit, loss of benefits, any form of consequential damage is hereby excluded.

1.12 The Distributor shall indemnify and hold the Manufacturer harmless from any claims and actions of the customers of the Distributor under the warranties. Specifically this applies to the remedies which are available to the customers in the Territory under binding provisions of law. In any case the Manufacturer shall only be liable towards the Distributor and only within the limits as agreed in this Agreement and warranty conditions referred to above.

1.13 The Distributor non-refundable costs:

- The product inspection (no matter distance to it),diagnosis of problems providing good verified information on faults, their reasons and new parts required, providing photographic documentation.
- The product preparation for service repair, including boat lifts where necessary, storage on land. Providing proper working conditions on site for the service team . Example; good accessibility to the product, local marinas service work permit , workspace required for particular jobs (indoor conditions , room temperature for paint jobs, etc..)
- Simple repairs of gel coat defects (cracks, scratches, bubbles etc)
- General maintenance and cosmetics.
- Basic GRP works up to 5 working hours.
- Simple repairs up to 5 working hours as:
 - Replacing broken elements , of the deck and interior equipment such as: carpentry elements, upholstery elements ,teak panels, plexi panels, stainless steel deck equipment etc
 - replacing broken mechanical and electrical parts and devices (example LEDs, halogens, bulbs, fuses, pumps, wiper motors, TV units ... etc).
 - Simple electrical repairs such as connecting missing cables, plugs, correcting wrong connections, etc... Where necessary good instruction on getting access and information on repair procedure will be always provided.
- The product maintenance jobs, such as polishing to gel coat , stainless steel elements , tank level sensors inspection and cleaning, hydraulic or air condition systems bleeding, electronic equipment calibration etc.
- Tracing and eliminating various water leaks which are easy to find and repair, all necessary information on accessibility will be provided by the Manufacturer.
- Basic carpentry repairs , hinges, locks, small touch up varnish repairs.
- Replacing sikaflex fillings and similar.
- Sea trial performance tests for fine propellers tune, fuel costs. Lifts/cranes costs of propeller change.

- Sharing some shipping costs of broken devices to be replaced under warranty in case of express delivery which involves much higher cost of delivery of the parts by cargo plane.

1.14

Manufacturer's consumable parts warranty excluded,

- Conventional and halogen bulbs, led inserts.
- Windscreen wipers rubber blades
- Batteries
- Impellers, (example; cooling, macerator, water pump impeller etc)
- Filters, (example - odor filters for black/gray water tanks)
- Anodes
- Fuses

1.15 List of separate warranty conditions for the products.

- SIMRAD, RAYMARINE, GARMIN OR ANY OTHER PRODUCER OF NAVIGATIONAL EQUIPMENT.
- SIDE POWER-THRUSTER.
- QUICK, MAXWELL WINCHES.
- WEBASTO PETEMAR, DOMETIC OR ANY OTHER AIR-CONDITION PRODUCER - VOLVO PENTA, VW, CMD, MAN, MTU OR ANY OTHER ENGINE PRODUCER.
- WALLAS, ORIGO, AMICA, MIELE, SIEMENS OR ANY OTHER PRODUCER OF KITCHEN APPLIANCES.
- FISCHER PANDA, ONAN, PAGURO, KOHLER OR ANY OTHER PRODUCER OF GENERATORS.
- SEA FIRE MARINE.
- ISOTHERM INDEL, VITRIFRIGO OR ANY OTHER PRODUCER OF FRIDGES, COOLERS AND ICE MAKERS.
- MASTERVOLT, VICTRON OR ANY OTHER PRODUCER OF BATTERY CHARGERS AND INVERTERS.
- SAMSUNG, LG, SHARP, BOSE, PIONEER OR ANY OTHER TV AND HI-FI SYSTEMS PRODUCER.
- QL, BENNETT, HUMPHREE TRIM TABS AND INTERCEPTORS.
- BEENZINO, OPACMARE GANGWAYS AND LIFTERS.
- H-B TECHNIC HYDRAULIC PLATFORMS.