



MAINSHIP CORPORATION LIMITED WARRANTY

According to the U.S. Public Law No. 93-637, effective July 4, 1975: The following limited warranties apply to all 2008 Model Year boats produced by MAINSHIP CORPORATION.

LIMITED ONE YEAR WARRANTY

Mainship Corporation ("Mainship") warrants to the first-use purchaser and any subsequent registered owner during the warranty period, that any part manufactured by Mainship in its 2008 Model Mainship Yacht purchased from an authorized Mainship Dealer will be free of defects caused by faulty workmanship or materials for a period of twelve (12) months from the date of delivery to the first-use purchaser, provided the part is properly used and maintained and subject to the following exclusions, limitations, and conditions. As the sole and exclusive remedy, Mainship's obligation under this warranty is limited to repair or replace any such defective part.

LIMITED FIVE YEAR BOTTOM BLISTER WARRANTY

Mainship warrants to the first-use purchaser and any subsequent registered owner during the warranty period that the boat will be free from gelcoat blistering on underwater, exterior gelcoat surfaces of the hull, for a period of five (5) years from the date of delivery to the first-use purchaser, provided the hull has been properly used and maintained and subject to the following exclusions, limitations, and conditions. During this period, Mainship will supply or reimburse an authorized Mainship Dealer the parts and labor required to repair a blistered underwater surface of the hull. It is recommended that the blister repair be done during a seasonal haul out for service or storage. Mainship's obligation for the cost reimbursement pursuant to this warranty is based on the prorated schedule described hereafter during the five-year period. During the first two (2) years of the first-use purchaser's ownership, Mainship will pay for 100% of the repair cost. During the third year of the first-use purchaser's ownership, Mainship will pay for 75% of the repair cost. During the fourth year of the first-use purchaser's ownership, Mainship will pay for 50% of the repair cost. During the fifth year of the first-use purchaser's ownership, Mainship will pay for 25% of the repair cost. The following will void this bottom blister limited warranty:

- (1) If the hull gelcoat has been sanded, sandblasted, and subjected to abrasion, impact or damage and/or such conditions being repaired.
- (2) If Mainship's required bottom preparation procedures described in the Mainship Owner's Manual are not followed.
- (3) If the hull gelcoat has been altered in any way by repairs or coatings other than the proper application of anti-fouling bottom paint.

LIMITED HULL AND DECK STRUCTURE FIBERGLASS WARRANTY

Mainship Five Year Limited Warranty Coverage (Transferable to Subsequent Registered Owner): Mainship warrants to the first-use purchaser and any subsequent registered owner during the warranty period the hull and deck of each boat shall be free from structural defects in fiberglass materials and workmanship for a period of five (5) years from the date of delivery to the first-use purchaser and subsequent registered owner under normal use and service. This limited warranty applies only to the structural integrity of the deck and hull and the supporting pan/grid or stringer system. Hulls, pan/grid, or stringers modified in any way, or powered by engines other than the type and size installed or specified by Mainship, are not covered by this limited warranty. As the sole and exclusive remedy, Mainship's obligations under this limited warranty are limited to the repair or replacement of any such structurally defective part.

CONDITIONS ON THE APPLICABILITY OF LIMITED WARRANTY COVERAGE

The limited warranties contained herein apply only to covered defects first arising and reported in writing to Mainship or its authorized dealer within the applicable warranty coverage. If the Mainship Yacht is used for commercial, rental, charter or any other non-consumer, individual or recreational services, then the above warranty periods are limited to sixty (60) days from the date of purchase. These limited warranties shall not be effective unless the Mainship warranty registration form and pre-delivery service record are duly completed and signed by the first-use purchaser within ten (10) days of the date of delivery of a Mainship Yacht. The warranty registration form and the pre-delivery service record must be returned to Mainship, and they must be appropriately completed and signed by both the authorized Mainship Dealer and owner. Warranty coverage shall not be initiated until the completed form is received at Mainship. The Mainship Dealer is responsible for submitting the warranty registration form and pre-delivery service record to Mainship. The Mainship Dealer is to be used by the Mainship Yacht owner for reporting, claiming, and receiving any warranty service from Mainship. All repairs covered by these limited warranties must be pre-approved by Mainship. Normally, all repair requests and approvals are to be communicated through an authorized Mainship Dealer. To obtain warranty service for your Mainship Yacht, including any allegedly defective part, you, as owner, must make a specific and detailed claim in writing to an authorized Mainship Dealer within the applicable warranty period. Warranty repairs may be performed at the authorized Mainship Dealers servicing location or at an otherwise Mainship approved servicing facility at Mainship's discretion. The owner is responsible for all expenses associated with transporting the Mainship Yacht and/or the defective part to and from the Mainship selected service location. Mainship may also, at its option, choose to conduct any repairs or replacements at the Mainship plant. If repairs or replacements are determined to be performed at the Mainship plant, then the transportation costs to and from the Mainship plant are the obligations of the owner. The Mainship Yacht owner shall report to Mainship any Mainship Dealer failures in the performance of warranty repairs. The sole and exclusive remedy under this warranty, including any applicable implied warranty, is the repair or replacement as determined by Mainship at its option of defects in materials and workmanship covered by the limited warranties. The labor cost reimbursement will be based on the Labor Allowance Schedule established by

Mainship from time to time. Repairs are not to be performed by a non-Mainship Dealer and the repair cost MUST be authorized by Mainship in advance and be based on a reasonable number of hours as determined by Mainship. Transportation, hauling, launching, bottom paint, storage, dockage, cradling rental, rigging and de-rigging, or other similar costs are not part of Mainship's obligation under the limited warranties and shall not be paid for by Mainship.

LIMITED WARRANTY EXCLUSIONS

Mainship does not provide any warranty coverage nor shall it have any liability or responsibility for any defects, costs, expenses or damages related to the following:

- Any yacht purchased from any party who is not an authorized Mainship Dealer.
- Damage or deterioration of the gelcoat surface finishes, including cracking, fading or oxidation of gelcoat.
- The cost to remove, disassemble, or reinstall any part not installed by Mainship which is needed to be removed before any warranty work approved by Mainship may be conducted.
- Engines, transmissions, or generator(s).
- Any component covered by its own specific warranty (such as, appliances or furniture not manufactured by Mainship).
- Any glass breakage.
- Speeds, fuel consumption, range or handling, or performance characteristics.
- Exterior fabrics, carpet, upholstery, canvas, and enclosures.
- Any parts or components not installed by Mainship.
- Any damage caused by collision, grounding, act of nature, accident, or abuse.
- Any loss of use, loss of time, maintenance cost, travel expenses, towing, transportation, survey expenses or other items not specifically covered within this document.
- Any Mainship that has been used for charter, rental or commercial, racing or military purpose (See 60-day limitation specified herein).
- Any Mainship that has been misused, used for commercial purpose, operated without required maintenance or operated contrary to instructions in the Mainship owner's manual, modified or altered from factory specifications or subject to improper maintenance.
- Damage, deterioration, and failure to maintain interior fabrics and finishes.
- Any Mainship product identified by Mainship to an authorized dealer as too damaged to be warranted.
- Paint, gelcoat, upholstery damage, plastic finishes, engines, engine parts, bilge pumps, stoves, blowers, pressure water pumps, propellers, shafts, rudders, controls, instruments.
- Problems caused by improper operation and maintenance, storage, cradling, blocking, normal wear and tear, misuse, neglect, accident, corrosion, electrolysis, or improper operation.

LIMITATION/EXCLUSION OF ANY APPLICABLE WARRANTIES

THESE LIMITED WARRANTIES FROM MAINSHIP ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER REMEDIES, INCLUDING TORT/NEGLIGENCE THEORIES AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHETHER ARISING BY LAW, CUSTOM, CONDUCT, OR USAGE OF TRADE. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THE EVENT THAT IMPLIED WARRANTIES ARE FOUND TO EXIST UNDER THE LAW OF A PARTICULAR STATE OR COUNTRY, NOTWITHSTANDING THE EXCLUSION CONTAINED HEREIN, THE DURATION OF ANY SUCH IMPLIED WARRANTY SHALL BE LIMITED TO ONE YEAR FROM THE DATE OF PURCHASE BY THE FIRST-USE PURCHASER. ALL IMPLIED WARRANTIES, IF ANY, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED IN THEIR ENTIRETY AFTER ONE YEAR FROM THE DATE OF PURCHASE BY THE FIRST-USE PURCHASER. TO THE EXTENT PERMITTED BY APPLICABLE LAW OR STATUTE, NO OTHER WARRANTIES FROM MAINSHIP EXTEND BEYOND THE DESCRIPTION OF THE WARRANTIES CONTAINED HEREIN. PLEASE NOTE THAT SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON THE APPLICABLE TIME PERIOD FOR IMPLIED WARRANTIES, SO THE ONE-YEAR TIME LIMITATION WHICH IS CONTAINED HERE MAY NOT APPLY TO YOU. YOUR SPECIFIC LEGAL RIGHTS WILL VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY. THE PURCHASER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR HER WITH RESPECT TO THE QUALITY OR FUNCTION OF THE BOAT. ANY ORAL STATEMENT OR PRINTED MATERIAL ADVERTISING THE BOAT WHICH SPEAKS TO ANY PERFORMANCE CHARACTERISTICS OF THE BOAT OR ANY OF ITS COMPONENTS SHALL BE CONSIDERED AND CONSTRUED AS AN ESTIMATED DESCRIPTION ONLY AND SHOULD NOT BE RELIED UPON AS AN EXPRESS WARRANTY OR AS THE BASIS OF THE BARGAIN FOR THE BOAT OR ANY OF ITS COMPONENTS. ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES WHICH MAY BE INCURRED ARE EXCLUDED AND PURCHASER(S) REMEDY IS LIMITED TO REPAIRS OR REPLACEMENT OF ANY DEFECTIVE PART(S). SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR INDIRECT DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

TRANSFER OF LIMITED ONE-YEAR AND FIVE-YEAR BOTTOM BLISTER WARRANTIES

The unexpired portions of the one-year limited warranty and the limited five-year bottom blister warranty and the limited five-year hull and deck structure fiberglass warranty may be transferred to a subsequent registered owner upon purchase of the Mainship Yacht from an authorized Mainship Dealer. An inspection report from an accredited marine surveyor and written request to transfer these warranties must be made within thirty (30) days from date of resale. A non-refundable recording fee of \$250.00 must accompany any transfer request. Mainship reserves the right to reject any warranty transfer request for a Mainship Yacht that has been damaged or neglected. Mainship will confirm all warranty transfers in writing to the Mainship dealer and the second owner. The transfer of the ownership of the boat will not extend the expiration dates of the limited warranties.

OWNER'S PROBLEM WITH WARRANTY SERVICE

In the event the first-use purchaser or registered subsequent owner has any problems or questions regarding the Mainship warranty or the Mainship warranty service being provided by an authorized Mainship Dealer, please forward that question or problem directly to the authorized Mainship Dealer in writing explaining your problem and asking for their assistance in resolving the problem. Generally speaking, the owner of the authorized dealership, which is an independent contractor of Mainship, is in the very best position to assist you because of their familiarity with the warranty work that was performed on your behalf. In addition, Mainship expects its dealers to be concerned with your continued satisfaction and, as a result, should be given an opportunity to provide that assistance. If, after contacting the dealer in writing and you, as the first-use purchaser or registered subsequent owner, are unhappy with the dealer's response or if you feel that you require any further assistance, please write to the address below. In communicating to Mainship, please provide Mainship with a copy of the warranty claim which is the subject of your need for assistance, and any correspondence which you exchanged with the dealer. Please be certain that the forwarded information includes your hull identification number and name as well as the hours of usage on your engines. If at all possible, provide a chronological description of the problems which you confronted as well as the repair attempts. Include the dealer name and dealer personnel consulted. It is much appreciated if you would concisely describe your problem or question and any comments that you might have regarding the dealer's efforts to conduct the repair. Upon receipt of your correspondence, Mainship will begin its analysis and investigation into the circumstances. Mainship may contact you directly and the dealer if any further information is necessary. Mainship will also contact the dealership so as to assist both the dealer and you in resolving the question or concern.

WARRANTY REGISTRATION

These limited warranties shall not be effective unless the Mainship Warranty Registration Form and Pre-Delivery Service Record; which are furnished with each new boat, are filled out completely and returned to Mainship within ten (10) days of delivery. The return to Mainship of the fully signed Warranty Registration Form is

critical. Warranty coverage cannot be initiated until the completed form is received at Mainship. All repairs and/or replacements will be made by an authorized Mainship Dealer, or at the option of Mainship, at the Mainship plant. If the repairs are of such a nature that the warranty work must be performed at the Mainship plant, transportation costs to and from the Mainship plant shall be paid by the owner. The labor cost reimbursement will be based on the Labor Allowance Schedule established by Mainship and, where not applicable, on a reasonable number of hours as determined by Mainship. Any repairs and replacements must be approved in advance by an authorized Mainship Service Representative.

GOVERNING LAW AND JURISDICTION

U.S. law governs this limited warranty. Each party hereby irrevocably submits to the exclusive jurisdiction of the U.S. courts in respect of any claim or matter arising out of or in connection with this limited warranty.

TORT LIABILITY

Nothing in this limited warranty shall limit or exclude the liability of either party for:

- (a) Death or personal injury resulting from negligence; or
- (b) Fraud or fraudulent misrepresentation; or
- (c) Breach of any terms implied by any statute or law applicable to the limited warranty.

SEVERANCE

If any provision of this limited warranty shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this limited warranty which shall remain in full force and effect. The parties agree, in the circumstances referred to in this clause XII to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.