

**METAL SHARK**

## STATEMENT OF WARRANTY

**Vendor warranties the new vessels to the original purchaser only. Warranties are as follows:**

### ONE YEAR COMPLETE BOAT WARRANTY

Metal Shark provides a total end-to-end warranty for the vessel, including any components manufactured by Metal Shark and the installation workmanship of any Metal Shark-installed OEM components. Defects of the OEM components are warranted by the individual OEMs and managed on a "pass-through" basis by Metal Shark, subject to the OEMs' stated warranty terms, conditions and exclusions. Please refer to individual OEM statements of warranty for details.

**Term** One (1) year from acceptance of vessel by the customer

**Remedy** Metal Shark will repair or replace any affected item and will bear the cost of such remedy entirely. Metal Shark reserves the right to direct the vessel to a local repair facility of their choosing, request the vessel be returned to Metal Shark's manufacturing facility or direct subcontracted personnel to affect repairs. It will be the responsibility of the customer to make the vessel and/or its component problem available at an agreed location or to personnel designated by Metal Shark to remedy the warranty issue.

**Exclusions** Warranty does not cover normal wear and tear or cosmetic damage; failures due to neglect, improper operation or insufficient maintenance are also excluded. Misuse or abuse of systems or alteration of or modifications made to systems, hull, or components without prior authorization shall not be covered.

### FIVE YEAR STRUCTURAL WARRANTY

Structural warranty encompasses the structural integrity of hull, deck and console structures that are aluminum. The warranty covers workmanship of fabricated elements.

**Term** Five (5) Years from acceptance of vessel by the customer

**Remedy** Structural repair or replacement shall be done at the discretion of the Builder. It will be the responsibility of the Owner to bring the vessel at his expense to Metal Shark or an agreed-upon facility capable of remedying the warranty issue. No warranty work will be performed without an agreed cost approved by the Builder.

**Exclusions** Staining, corrosion or marring of the surface of the aluminum are not warranted. Deterioration or failure due to abuse, neglect or stress beyond the intended design parameters of the vessel are also not covered.

### OEM COMPONENT WARRANTIES

Individual components of the vessel, purchased by the Builder and installed on the vessel, are warranted by the Original Equipment Manufacturers (OEMs) that provide such components (i.e.: engine by engine manufacturer, etc.). For the term of the Complete Boat Warranty, warranty claims for such components are managed by Metal Shark with the OEM(s) on behalf of the customer. Thereafter, the customer shall work directly with the OEM to file and resolve any warranty claims.

**Term** Varies by OEM. Metal Shark will supply a list of all OEM warranties whose term exceeds the Complete Boat Warranty.

**Remedy** After the Complete Boat Warranty expires, Metal Shark will not be responsible for remedying any component failures unless such failure is determined to involve faulty original installation or the installation contributed to the failure in any other way. In such cases, it will be the responsibility of the Owner to make the vessel and/or its component problem available at an agreed location to remedy the warranty issue.

**Exclusions** Varies by OEM, see individual OEM Statements of Warranty for details. Metal Shark will not warranty the installation of any component if the failure was caused by misuse or abuse of systems or alteration of or modifications made to systems, hull, or components without prior authorization. Neglect, improper operation or insufficient maintenance are excluded as are normal wear and tear or cosmetic damage.

## WARRANTY TERMS AND CONDITIONS

**Limited Warranty.** Metal Shark "Builder" warrants that the Vessels shall be constructed to industry and regulatory standards and of good quality and therefore extends a limited warranty as provided herein (the "Limited Warranty").

**Warranty Period.** Builder warrants that the Vessels and components manufactured by Builder and Builder's sub-contractors under normal use and service, will be free of defects in material or workmanship for a period of one (1) year from the date of initial, written acceptance of the Vessel. A warranty item repaired within thirty (30) days of the end of the Warranty Period shall be allocated an extended warranty of a total of thirty (30) days from the date of repair. Builder warrants that the hull, deck, and console of the Vessels will be free from defects and structural degradation for a period of five (5) years. Builder further warrants that the fuel tank shall be free from leaks or other defects for a period of five (5) years. Vessel's owner and Builder shall cooperate to have the warranty work performed in the most economical and efficient manner possible. Builder's Limited Warranty will extend only to original Purchaser and shall exclude all other subsequent buyers of the Vessels.

**Exceptions to Warranty.** Builder's Limited Warranty does not apply to:

1. Failure or damage arising from or relating to materials not supplied by Builder or sub-contractors retained by Builder and installations, repairs or alterations not performed by Builder or sub-contractors retained by Builder;
2. Paints or fairing materials, varnishes, stains, chrome, and gelcoats; Builder, however, warrants that it will purchase and apply, in accordance with all manufacturer's recommendations, such finishes of good marine quality;
3. Equipment, parts, and components not manufactured by Builder; Builder agrees to extend and assign the manufacturer's warranty or guarantee to Purchaser and Builder will provide the forms of warranty for all warranties received from manufacturers of equipment, parts and components, and if a claim arises in respect of an item of equipment or part or component not manufactured by Builder, Builder agrees that during the initial one (1) period, if requested by Purchaser, it will accept notice of the claim, contact the manufacturer, and use commercially reasonable efforts (which shall not include participation in litigation) in obtaining from the manufacturer the performance required to fulfill that manufacturer's warranty. Builder warrants that its installation of components shall be performed in accordance with the respective OEM's recommendations in a good and workmanlike;
4. Failure or damage arising from or relating to ordinary wear and tear, lack of proper Vessels maintenance and care, wind, fire, storm, or operator's abuse, neglect, misuse, negligence, accident, grounding or mishap.

**Warranty Claim Procedure.** Purchaser will notify Builder in writing of any warranted defect within ten (10) days of its discovery, but under all circumstances before the Warranty Period expires. Purchaser will notify Builder in writing of any grounding that may occur within five (5) days of the incident. If practicable, Purchaser shall bring the Vessels to Builder's shipyard for the warranty work. If it would be impracticable to return the Vessels to Builder's shipyard for repair, Builder may either (i) send its own employees, sub-contractors or other designee to repair the Vessels where she is berthed, in which case Purchaser shall make her available, or, (ii) if Builder chooses not to send its employees, sub-contractors or other designees, authorize Purchaser, subject to Builder's reasonable written approval after notification, to cause the repairs to be made at an approved facility, in which case Builder shall pay, or reimburse Purchaser for payment of, the costs of repair. However, no work shall be authorized to be performed for the account of Builder without Builder's specific prior written approval of a purchase order or work order submitted by the repair facility and counter-signed by Builder. If oral statements have been made regarding the warranty, such statements do not constitute warranties and are not part of the contract of sale.

**Emergency Warranty Claim Procedure.** If Purchaser shall have provided Builder with immediate, detailed notice of repairs which Purchaser or its authorized representative believe are necessary for the safety of the crew and passengers or necessary for the safe operation of the Vessels and Builder shall fail immediately to respond with a plan of repair, Builder agrees expressly to waive any right it may have to pre-approve the repair.