

# LIMITED WARRANTIES ON MARINE PRODUCTS

MARINE GRADE VINYL, COMPASS HB™ HYBRID MARINE ROLLED FLOORING, COMPASS HB™ HYBRID MARINE PRE-CUT MATS, AND UTOPIA TOPPING



Spradling International (as further defined below, "Spradling") provides the following warranties to its commercial customers who purchase the products described below from Spradling in the United States. As used herein, "Spradling" means the seller of the product covered by the applicable warranty, which will be one of the following three corporations: (i) Spradling International, Inc. – South, an Alabama corporation, (ii) Spradling International, Inc. – East, a New Jersey corporation, or (iii) Spradling International, Inc. – West, a California corporation.

## Marine Grade Vinyl – 5 Year Limited Warranty

Subject to the limitations and conditions described herein, Spradling warrants to its customers who are manufacturers of new boats or tier one suppliers to manufacturers of new boats who produce marine seats or boat trim component parts that all original equipment marine quality upholstery vinyl coated fabrics purchased from Spradling ("Marine Grade Vinyl Product") will conform to the applicable product specifications published by Spradling and will remain free from defects in materials and workmanship for a period of five years (the "Warranty Period") commencing on the production date of a boat or completed boat trim component part containing Marine Grade Vinyl Product, provided that such Marine Grade Vinyl Product is applied, installed, used and maintained in accordance with Spradling's specifications and instructions. This warranty does not apply to marine grade vinyls purchased by upholsters or purchased for aftermarket modifications or repairs. All warranty claims must be submitted to Spradling in writing within thirty days after discovery of the nonconformity or defect. (Product that is either nonconforming or defective is referred to herein as "defective Marine Grade Vinyl Product").

During years one and two of the Marine Grade Vinyl Warranty Period, Spradling will (i) provide replacement Spradling Marine Grade Vinyl Product or substantially similar product to replace any defective Marine Grade Vinyl Product and (ii) pay the labor for re-upholstery of the seat and/or trim, with a limit on the cost of labor of twenty-five U.S. Dollars (US \$25.00) for each linear yard of replacement Marine Grade Vinyl Product.

During years three through five of the Marine Grade Vinyl Warranty Period, Spradling will provide replacement Spradling Marine Grade Vinyl Product to replace any defective Marine Grade Vinyl Product, but will not pay any re-upholstery, labor or other costs.

## Special Provisions Regarding Pink Stain

Pink stain is a by-product of a specific type of bacterial micro-organism that may be introduced to Marine Grade Vinyl Product by adjacent boat components and cannot be completely eliminated. See Spradling Technical Bulletin at: <http://spradlingvinyl.com/asset/docs/research/PinkStain.pdf>

The following additional conditions must be met in order to be eligible for the limited warranty coverage regarding pink stain:

- Conformance to ASTM G21 and ASTM I428 must be verifiable.
- Upholstery must be properly maintained as specified in the Spradling International Marine (SIM) guidelines.

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The following information and samples must be submitted in connection with any warranty claim relating to the presence of pink stain:

- Live sample of Marine Grade Vinyl Product with pink stain, including foam and substrate intact
- Certification of MP-treated foam from foam provider (If foam certification is not available, the limited warranty does not cover pink stain)
- HIN #
- Description of boat condition, storage, maintenance, etc.
- Confirmation that the affected Marine Grade Vinyl Product was installed over new foam (If seating or other foams have been recovered or reused, the limited warranty does not cover pink stain)

Provided that (i) a customer covered by this Marine Grade Vinyl Product warranty provides the information and samples described above, and (ii) all other conditions and requirements set forth in this warranty are met, Spradling warrants to such customers that its Marine Grade Vinyl Product will not exhibit pink stain for a period of two years commencing on the production date of a boat or completed boat trim component part containing Marine Grade Vinyl Product. There is no warranty against pink stain during years three through five.

All warranty claims for pink stain must be submitted to Spradling in writing within thirty days after appearance of any pink stain.

## Compass HB Hybrid Marine Rolled Flooring – 5 Year Limited Warranty

Subject to the limitations and conditions described herein, Spradling warrants to its commercial customers that COMPASS HB™ Hybrid Marine Rolled Flooring (“COMPASS Marine Rolled Flooring”) will not degrade or fade under normal intended use due to defects in materials or workmanship for a period of five (5) years from original purchase date (the “COMPASS Marine Rolled Flooring Warranty Period”), subject to customer's payment of the prorated cost under the formula below. During the COMPASS Marine Rolled Flooring Warranty Period, Spradling agrees to replace defective COMPASS Marine Rolled Flooring with an equivalent or substantially similar grade flooring, either for the affected area or the entire COMPASS Marine Rolled Flooring surface containing the affected area, as determined at Spradling's sole discretion.

This warranty does not apply if any of the following has occurred: (a) the COMPASS Marine Rolled Flooring has been subject to abuse, misuse, accident, alteration, neglect, or the application of improper cleaning agents or procedures, or (b) the COMPASS Marine Rolled Flooring has been exposed to abnormal or extreme conditions, whether artificial or environmental, including light amplification from a reflective surface (c) the damage resulted from tears, burns, pulls, cuts, piling, or shredding. This warranty extends only to the original commercial purchaser and to no other persons or entities. This warranty is limited solely to the replacement of the defective COMPASS Marine Rolled Flooring with a like or substantially similar grade of flooring, and it does not cover any labor charges, such as costs to remove the old flooring, installation charges to install the new flooring, or any other miscellaneous labor charges.

Replacement of COMPASS Marine Rolled Flooring will be prorated based on the following formula:

Months of Use divided by 60 months = % adjustment

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Proper care will increase the natural life cycle of COMPASS Marine Rolled Flooring. Customer is responsible for the proper and safe use of the product and all cleaning agents. The use of certain agents can be harmful to the surface appearance and lifespan of COMPASS Marine Rolled Flooring. Spradling, its agents and assigns assume no responsibility resulting from the use of such cleaning agents to the vinyl. Certain clothing and accessory dyes (such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

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## Compass HB Hybrid Marine Pre-Cut Mats – 3 Year Limited Warranty

Subject to the limitations and conditions described herein, Spradling warrants to its commercial customers that COMPASS HBTM Hybrid Marine Pre-Cut Mats ("COMPASS Marine Pre-Cut Mats") will not degrade or fade under normal intended use due to defects in materials or workmanship for a period of three (3) years from original purchase date (the "COMPASS Marine Pre-Cut Mats Warranty Period"), subject to customer's payment of the prorated cost under the formula below. During the COMPASS Marine Pre-Cut Mats Warranty Period, Spradling agrees to replace defective COMPASS Marine Pre-Cut Mats with an equivalent or substantially similar grade mats for the affected area.

This warranty does not apply if any of the following has occurred: (a) the COMPASS Marine Pre-Cut Mats have been subject to abuse, misuse, accident, alteration, neglect, or the application of improper cleaning agents or procedures, or (b) the COMPASS Marine pre-cut mats have been exposed to abnormal or extreme conditions, whether artificial or environmental, including light amplification from a reflective surface, (c) the damage resulted from tears, burns, pulls, cuts, piling, or shredding. This warranty extends only to the original commercial purchaser and to no other persons or entities. This warranty is limited solely to the replacement of the defective COMPASS Marine Pre-Cut Mats with a like or substantially similar grade of mat, and it does not cover any labor charges, such as costs to remove the old mat(s), installation charges to install the new mat(s), or any other miscellaneous labor charges.

Replacement of COMPASS Marine Pre-Cut Mats will be prorated based on the following formula:

Months of Use divided by 36 months = % adjustment

Proper care will increase the natural life cycle of COMPASS Marine Pre-Cut Mats. Customer is responsible for the proper and safe use of the product and all cleaning agents. The use of certain agents can be harmful to the surface appearance and lifespan of COMPASS Marine Pre-Cut Mats. Spradling, its agents and assigns assume no responsibility resulting from the use of such cleaning agents to the vinyl. Certain clothing and accessory dyes (such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

## uTOPia Topping – 5 Year Limited Warranty

Subject to the limitations and conditions described herein, Spradling warrants that its uTOPia topping fabric will not be unserviceable due to loss of color or strength caused by normal exposure conditions, including sunlight, rot and atmosphere chemicals. The five (5) year warranty coverage begins on the date of the original purchase. This uTOPia topping warranty applies only to fabric that has been properly sewn with the fabric side exposed to the sun and the coated side protected from the sun. Spradling will supply replacement product or an equivalent, but this warranty does not cover any labor charges or other costs, including costs of installation.

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The remedy described in this paragraph is the sole and exclusive remedy for defects in Spradling's uTOPia topping fabric.

## Limitations and Exclusions Applicable to All Warranties

The following limitations and exclusions apply to each of the warranties and products described above (i.e., Marine Grade Vinyls, Compass HB™ Hybrid Marine Rolled Flooring, Compass HB™ Hybrid Marine Pre-Cut Mats, and uTOPia Topping), and such products are collectively referred to in this section as "Products."

The warranties set forth herein do not cover, and the remedies set forth herein are not applicable to, any of the following: (a) bleeding from adjacent boat components; (b) staining due to contact with suntan lotion, teak oil, topping, engine grease or similar contaminants; (c) degradation due to the presence of amines in adjacent urethane foam cushioning; (d) damage caused by improper installation or failure of the seat and/or trim parts; (e) deterioration due to the use of improper cleaning materials or procedures; (f) staining or degradation due to any agent or cleaner; (g) except as specifically set forth below, staining resulting from the growth of organisms in adjacent boat components (commonly referred to as "pink stain"); (h) damage resulting from abuse; or (i) normal wear and tear. Abuse of Product is excluded from warranty coverage under all circumstances.

THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY SPRADLING AND THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR BREACH OF WARRANTY AS TO THE PRODUCTS. SPRADLING SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOSS DUE TO BUSINESS INTERRUPTION ARISING FROM ANY BREACH OF THESE WARRANTIES, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF SPRADLING OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SPRADLING'S WARRANTIES SHALL NOT APPLY TO ANY PRODUCT IF BUYER ALTERS OR ABUSES SUCH PRODUCT OR REPLACES ANY PART OR PARTS OF SUCH PRODUCT WITH ANY PART OR PARTS NOT PRODUCED, SOLD OR OFFERED FOR SALE BY SPRADLING OR IF BUYER DOES NOT ALLOW SPRADLING THE OPPORTUNITY TO INSPECT THE PRODUCT BEFORE IT IS REPAIRED OR REPLACED.

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No individual or entity, whether or not employed by Spradling, is authorized to modify any written warranty made by Spradling or make additional warranties binding upon Spradling. Any additional statements, such as those contained in advertising, presentations of promotional materials, or literature of the manufacturer, distributor or dealer, whether oral or written, do not constitute warranties by Spradling and should not be relied upon as a warranty by Spradling. Customer must provide proof of purchase to validate warranty. Not following maintenance instructions voids warranty.

10/9/17