



YACHT REFINISH WARRANTY (Above-waterline exterior)

TO (Warranty): _____

FOR (Vessel Name or Designation): _____

RE: (Our Quotation Number(s)): _____

1. INTERPRETATION

Reference to "we", "us" and "our" means Superyacht Solutions Pty Ltd (ABN 32 085 636 808). "Our work" means the coating materials and the labour we supply and use to paint your vessel.

2. WARRANTY

- (a) **The Warranty:** We provide a comprehensive warranty in relation to our workmanship. This warranty will:
- (i) cover a period of one (1) year from ____/____/____, the date that we practically completed our work (provided that work has subsequently been paid for in full); and
 - (ii) cover our workmanship only for defects comprising gross loss of gloss, major adhesion failure, peeling, delamination, crazing, blistering or cracking where these arise from a defect of workmanship.
- (b) **Rectification at No Cost:** Should you call upon this warranty during the warranty period then we will honour the warranty by rectifying any of the above defects in our workmanship at no cost to you.

3. LIMITATIONS

- (a) **General Exclusions:** This warranty will not extend to or include:
- (i) **Varnish:** clear timber finishes
 - (ii) **Cosmetic:** minor cosmetic or paint film integrity defects which constitute 3% or less of the surface area of our work. Localized repairs to surface finishes not applied by us.
 - (iii) **Products:** any paint or paint-related materials. We will transfer to you any rights we have in respect of product warranties, if any, to the extent that they are transferable.
 - (iii) **Structure:** any structural or aesthetic failure of coatings (paint or filler) arising from substrate flexing or movement or from the chemical, physical, electrochemical, thermal influence or corrosion of the substrate or the vessel's equipment, fittings or machinery or any defects of previous coatings lying beneath our work
 - (iv) **Neglect, Misuse or Abuse:** defects arising from neglect, misuse or abuse including but not limited to premature placement of the vessel into service, improper or lack of normal maintenance, repair work not carried out by us, wear and tear (including fender abrasion), the improper selection or use of cleaners, solvents, polishes, masking or wrapping materials, paints or other chemicals or from any failure to observe the attached precautionary advice.
 - (v) **Mishap:** accidents, war, acts of God, acid rain, pollution or other abnormal atmospheric conditions, osmotic blistering or erosion or other circumstances beyond our control
 - (vi) **Downtime:** all loss and damage suffered by you arising from defects of our work or rectification thereof, including but not limited to the costs of downtime, loss of use, lost revenue, demurrage, financing costs, insurance, haul-out charges, scaffolding and access equipment charges, craneage, costs of transportation or delivery to the location nominated by us, living costs, crew costs, per-diem expenses, storage costs, yard charges, disassembly and reassembly and any other costs of preparing the vessel for rectification work, or any one or more of these.
- (b) **Statutory Warranties:** Any and all implied warranties in relation to our work are excluded to the fullest extent permitted by law. To the extent that we are unable to exclude the operation of any Implied Warranties, our liability for any breach of any Implied Warranty is limited to the re-supply of our work or (at our election) the cost of re-supplying our work.

4. CALLING UPON OUR WARRANTY

- (a) **Notice:** in the event of your wishing to call upon this warranty you must within the one year warranty period give us notice in writing describing the conditions which give rise to your claim. A notice may be sent to us at P.O.Box 3555, Helensvale TC, Queensland, 4212, Australia or by email to: warranty@superyacht.com.au
- (b) **Rectification:** Where this warranty applies, we will rectify or cause to be rectified qualifying defects in a timely fashion but reserve the sole right to select the time, place, personnel and materials to rectify them.

5. LAW

This warranty is subject to the law of the State of Queensland, Australia.

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Signed for and on behalf of Superyacht Solutions Pty Ltd

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Date

Schedule to Yacht Refinish Warranty

FAILURE TO OBSERVE ANY OF THE FOLLOWING PRECAUTIONS WILL RESULT IN DAMAGE TO YOUR VESSEL'S FINISH AND MAY VOID ANY WARRANTIES.

1. Conventional polyurethane coatings will **not** withstand prolonged immersion in water. Similarly, moisture must not be trapped against the painted surface or blistering and loss of adhesion **will** result. Common circumstances under which this can occur include, but are not limited to wet cushions, covers, sailbags etc being left on the painted surface.
2. During maintenance painting, bottom painting, transportation, winterizing etc, **extreme caution** must be exercised in the use of 'plastic' masking film or shrinkwrapping. Entrapping moisture between film and painted surface **will** cause blistering of paint. Even in the absence of moisture, tight wrapping of the painted surface with polymer film can readily cause irreparable damage. The mechanism by which this occurs is dramatically accelerated by heat. Dark colours exposed to the sun must **never** be wrapped in polymer film. Testing indicates that a darker coloured polyurethane finish directly exposed to the sun and tightly wrapped with moistened polymer film will suffer potentially irreparable damage in as little as two hours.
3. The use of abrasive products on the polyurethane surface will detract from its appearance and shorten its life. Such abrasives include but are not limited to bristled brushes & brooms, sandpaper, ScotchBrite or similar scouring pads, steel wool, coarse cutting compounds, as well as cleaning products such as Ajax, Comet, Jif, Cif etc.
4. The application of solvents will mar the polyurethane finish.
5. Products intended for cleaning laid wooden decks are usually strongly acidic. Repeated or prolonged contact with such materials can irreparably dull some polyurethane finishes. When cleaning decks, thoroughly and immediately rinse any painted surface which has contacted teak cleaner, particularly below wash ports, drains etc. In the case of coloured finishes (i.e. other than white), failure to promptly rinse off acidic deck washing solutions **will** result in permanently and irreparably 'bleached' streaks and splashes to finish.
6. Use only proprietary detergents intended for boat washing and do so in conformity with their directions. We recommend that detergent / water mixture be at or near 'neutral pH' to minimize potential damage to your finish. We recommend use of a quality marine water softening filter for rinse water." Chamois dry after rinsing.
7. Metal polishes often contain acids. The acidic residue of such polishes can be washed onto nearby paintwork by rain, dew, spray etc. This will result in dulling and in particular, irreparably 'bleached' streaks in polyurethane coatings. Thoroughly detergent wash and fresh water rinse metal fittings and paintwork surrounding and below fittings immediately after polishing.
8. Do not apply silicone-containing polishes to the painted surface. This will render subsequent repairs to the finish very difficult, less than successful, and potentially impossible to satisfactorily effect.
9. Dusty or soiled fenders can quickly cause serious damage to the finish. Avoid using fender covers of harsh texture or prone to collecting grit. This is a particularly important consideration in relation to darker colours. Minimize 'point loading' pressures on fendering.
10. Abrasion by covers, tarps and even painters' masking paper can scratch & dull the polyurethane finish, particularly where wind action causes 'flogging' and chafing. Such chafing is dramatically accelerated by the presence of dust or grit between the cover and the polyurethane finish.
11. Pressure washing with excessive pressures or with the lance held too close to the surface may cause damage to the coating

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The greatest enemy of any paint finish is the Sun. Shading any finish from UV will extend its life more than any other 'maintenance'.

*You have been provided with a small quantity of 'touch-up' paint from the original batch(es) used to paint your boat. This is intended for minor repairs to any localized damages. Superyacht Solutions is represented globally and we recommend that, in order to preserve your warranty, you engage us to undertake any repairs to our finish. If this is not possible, we strongly recommend you or your repairer contact Superyacht Solutions for technical advice **prior** to commencing any repair work.*

If in doubt, DON'T! Contact Superyacht Solutions for obligation-free technical advice.