



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 LLP registered in England and Wales with registered number OC350757 trading as Superyacht Solutions. Reference to "you" and "your" means the party to whom we are supplying our services and who have the benefit of this warranty. "Our work" means the coating materials and the labour we supply and use to paint the vessel the subject of this warranty under the contract for the supply of services entered into between us and you dated [insert date] ("the contract").

2. WARRANTY

(a) **The Warranty:** We provide a comprehensive warranty in relation to our work. This warranty:

- (i) Covers a period of 12 months from and including ___/___/___, which is the date that we practically completed our work (provided that such work has subsequently been paid for in full by you); and
- (ii) covers our work only for defects in paint comprising:
 - gross loss of gloss or colour retention; and
 - major adhesion failure, peeling, delamination, crazing, blistering or cracking.

(b) **Rectification at No Cost:** Should you call upon this warranty during the warranty period then, subject to paragraph 4, we will honour this warranty by rectifying any of the above defects in our work 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) **Structure:** any structural or aesthetic failure of coatings (paint or filler) arising from substrate flexing or movement or from the chemical, physical, electrochemical, thermal properties, thermal responses (including but not limited to 'printing' or distortion) 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 a failure to observe any one or more of the attached schedule of precautionary advices.
- (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, insurance, haul-out charges, craneage, costs of transportation or delivery to the location nominated by us, living costs, crew costs, per-diem expenses, storage costs, yard costs, yard charges, disassembly and reassembly and any other costs of preparing the vessel for the rectification work, or any one or more of these.

(b) **Statutory Warranties:** Any and all warranties, conditions and other terms implied by statute or common law in relation to our work ("Implied Warranty") are excluded to the fullest extent permitted by law.

(c) **No Limitation or Exclusion:** Nothing in this warranty limits or excludes our liability for death or personal injury resulting from negligence or for any damages or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

(d) **Total Liability:** Subject to the paragraph 3(b) and paragraph 3(c), our total liability to you:

- i. for any breach of any implied Warranty; and
- ii. in contract, tort, misrepresentation, restitution or otherwise arising in connection with this warranty and/or the performance, or contemplated performance of the contract, shall be 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 8B Hythe Marine Park, Shore Road, Hythe SO14 3TL or by email to warranty@superyacht.co.uk. A notice shall be deemed to have been duly received by us on the second working day after posting in the case of inland mail and on the seventh working day after posting in the case of airmail, on the next working day if sent by facsimile and upon the acknowledgement of receipt sent by us to you in the case of email.

- (b) **Inspection:** We reserve the right to appoint someone to inspect the vessel in order to ascertain whether the conditions which give rise to your claim are covered under the terms of this warranty. In the event of any dispute between you and us as to whether this warranty applies to your claim, the decision of the inspector shall be final and binding upon you and us.
- (c) **Rectification:** Where this warranty applies, we will rectify or cause to be rectified qualifying defects as set out above in a timely fashion, but we reserve the sole right to select the time, place, personnel and materials to rectify any such qualifying defect.

5. THIRD PARTIES

No party other than you or us shall have any rights under or in connection with this warranty or the contract.

6. LAW

This warranty and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and you and us, as parties to this warranty, hereby irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this warranty or its subject matter.

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Signed for and on behalf of
[Superyacht Solutions LLP]

Date:.....

.....
Signed for and on behalf of
[Insert customer name]

Date:.....

Schedule to Superyacht Solutions Refinish Warranty

FAILURE TO OBSERVE ANY OF THE FOLLOWING PRECAUTIONS MAY RESULT IN DAMAGE TO YOUR VESSEL'S FINISH AND WILL 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 wet cushions, covers, sail bags 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 shrink wrapping. Trapping moisture between film and painted surface **will** cause blistering of paint. Even in the complete absence of moisture, tight wrapping of the painted surface with plastic 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 plastic film. (Our testing indicates that a darker coloured polyurethane finish directly exposed to the sun and tightly wrapped with moistened plastic film can suffer 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, Scotch Brite 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 some solvents will mar the polyurethane finish.
5. Products intended for cleaning laid wooden decks are usually acidic. Repeated or prolonged contact with such materials can irreparably dull and bleach polyurethane finishes. When cleaning decks, thoroughly and immediately rinse any painted surface which has contacted teak cleaner, particularly below wash ports, drains etc.
6. 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 immediately after polishing.
7. Do not apply silicone-containing polishes to the painted surface. This will render subsequent repairs to the finish very difficult, if not effectively impossible.
8. Abrasion by covers, tarps and even painters' masking paper can scratch & dull the polyurethane finish, particularly where wind action causes 'flapping' and chafing. Such chafing is dramatically accelerated by the presence of dust or grit between the cover and the polyurethane finish. Dusty or soiled fenders can quickly cause serious damage to the finish. Avoid using fender covers of harsh texture or prone to collecting grit.
9. Pressure washing with excessive pressures or with the lance held too close to the surface may cause damage to the coatings.

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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