



**5 & 1
Warranty
Protection
Program***

**on Hull
and Associated
Equipment**

**Ocean Yachts, Inc.
5 Year Limited Hull and
1 Year Limited
Associated Equipment
Warranty**

* Warranty Program terms and conditions available upon request

5 & 1 Year Transferable Limited Warranty

Registration of Warranty and Purchase

OCEAN YACHTS, INC. includes with each new boat it manufactures a warranty and registration card which must be filled out and mailed to Ocean Yachts, Inc. within thirty (30) days after delivery of your new Ocean Yacht by dealer.

The Maritime Safety Act of 1984 requires all boat manufacturers to maintain a record of all first retail purchasers and their current address for the purpose of notification in case of discovery of defective parts or equipment that create a substantial risk of personal injury to the public.

FAILURE TO COMPLETE AND RETURN THE WARRANTY AND PURCHASE REGISTRATION CARD WITHIN THIRTY (30) DAYS OF DELIVERY OF YOUR NEW OCEAN YACHT CAN VOID THE WARRANTY, AFFECT YOUR WARRANTY/LEGAL RIGHTS AND WILL WAIVE YOUR RIGHT TO RECEIVE NOTIFICATION OF DEFECT AND/OR REPAIR AT THE MANUFACTURER'S EXPENSE IN THE FUTURE.

Application of Limited Warranty

Ocean Yachts Inc.'s Limited Warranty is extended solely on new Ocean Yachts sold and delivered to the original purchaser by an authorized Ocean Yachts, Inc. dealer, within eighteen (18) months of manufacture, and is transferable to subsequent purchasers during the warranty period. This Limited Warranty is **not** extended to an Ocean Yacht used for commercial purposes, and the obligations of Ocean Yachts, Inc. under this Limited Warranty shall cease if the Ocean Yacht is hired, chartered or otherwise placed into commercial usage.

Five Year Limited Structural Hull Warranty

Ocean Yachts, Inc warrants that the hull manufactured by Ocean Yachts, Inc. shall be free from structural defects due to materials or workmanship for a period of five (5) years from the date of manufacture, under normal consumer use.

One Year Limited Associated Equipment Warranty

Ocean Yachts, Inc warrants that the associated equipment manufactured by Ocean Yachts, Inc. will be free from defects in material and workmanship for a period of one (1) year from the date of delivery of a new Ocean Yacht by an authorized Ocean Yachts, Inc. dealer.

Owner Registration of Warranty

To register the warranty, the warranty registration card should be mailed to:

Ocean Yachts, Inc.
Post Office Box 312
Egg Harbor City, New Jersey 08215
Attention: Warranty Registration

within thirty (30) days of the sale/delivery date of your New Ocean Yacht. In order to obtain performance of any warranty obligation, the owner must report in writing within thirty (30) days of its discovery, any claim in respect to defects in material or workmanship to Ocean Yachts, Inc., Post Office Box 312, Egg Harbor City, New Jersey 08215, Attention: Warranty Claims Supervisor. When reporting a claim, the owner must provide the following information:

- a) Full name and address of owner
- b) Model and hull number of the boat on which the claim is being made
- c) Date of Sale/Delivery and name of Selling Dealer
- d) Location of the boat
- e) Full details of the problem being reported and
- f) Photographs of the defect(s).

Ocean Yachts, Inc.'s Obligations

Ocean Yachts, Inc. will, within a reasonable time after notification as provided within this limited warranty, exercise its option to repair or replace a boat hull or associated equipment which shall, within the limited warranty period, be determined to have been defective in material or workmanship as stated in the respective hull and associated equipment warranties.

Prior to the authorization of any warranty repair(s), Ocean Yachts, Inc. will require such boat or parts to be returned to its factory, its dealer or authorized representative for examination. All transportation/shipment/delivery charges to be paid by the boat owner. Neither Ocean Yachts, Inc., its dealer, or authorized representative will be responsible for any removable items not removed from the boat prior to shipment. Ocean Yachts, Inc. will then authorize such expense in replacing parts or corrections of defects under this warranty, as Ocean Yachts, Inc. in its sole discretion deems appropriate.

If warranted components are repaired or replaced under the terms herein, the terms of this limited warranty shall cover such components for a period of ninety (90) days from the date of repair or replacement or until the end of the original warranty period, whichever is later.

Warranty Exclusions

THIS WARRANTY SPECIFICALLY DOES NOT APPLY TO:

1. Any associated equipment or component of your new Ocean Yacht which was not manufactured or built by Ocean Yachts, Inc. (Major mechanical components, such as engines, generator sets, electronics, appliances, fire extinguishing systems, and air conditioning, for example, are warranted by the manufacturer of those components. They have authorized service dealers in most major boating markets. Your authorized Ocean Yachts Dealer will identify such service dealers upon request. Ocean Yachts, Inc. will assign its right, if any, to warranty for defects in material or workmanship by the manufacturer of such associated equipment or components.)
2. Any boat which has been structurally or substantially altered without prior written approval of Ocean Yachts, Inc.
3. Any boat which has been subjected to abuse; unreasonable use, including failure to provide reasonable and necessary maintenance; negligence; improper docking/mooring; vandalism; or accident.
4. Any boat which has been used for racing, rental, charter or other commercial purposes.
5. The cost of removal or reinstallation of any associated equipment or part, or disassembly or reassembly of the unit of which it is a component.
6. Varnishes, gelcoats, paints, fabrics, chromium plated or stainless steel finishes due to varying effects resulting from different climatic and use conditions.
7. Any boat which has been overpowered so as to exceed the Ocean Yachts, Inc. recommended engine horsepower specifications.
8. Any installation of products not to Ocean Yachts, Inc.'s recommended specifications, because of the possibility that the use of these products will exceed Ocean Yachts, Inc.'s or government specifications for overpowering, steering, handling, speed and safety.
9. Speeds, fuel consumption and other performance characteristics because they vary with conditions and are not warranted.
10. Electrolysis, galvanic, or other corrosion, or any deterioration of underwater items.
11. Any statements, representations or warranties given by dealers or third persons other than those provided within this limited warranty.
12. Any Ocean Yachts, Inc. boat sold to the original retail purchaser by anyone other than an authorized Ocean Yachts, Inc. dealer.
13. Any charges incurred by any boat returned to the factory, the dealer or authorized representative for examination prior to authorization of any warranty repairs.

Owner please note...

Please help us reach you promptly with technical or warranty information about your Ocean Yacht.

Notify us immediately if you change your address.

DISCLAIMERS

Warranty Disclaimer

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXTENDED BY OCEAN YACHTS, INC. OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. OCEAN YACHTS, INC. UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY. THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY SHALL BE LIMITED TO AND COINCIDENT WITH THE DURATION OF THIS EXPRESS WARRANTY. WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. OCEAN YACHTS, INC. ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THESE GOODS EXCEPT AS OTHERWISE PROVIDED HEREIN.

Damages Disclaimer

OCEAN YACHTS, INC. DISCLAIMS ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING FROM ANY BREACH OF WARRANTY PROVIDED BY LAW INCLUDING ANY LOSS OF USE OF THE NEW OCEAN YACHT COVERED HEREIN.

Warranty Limitations

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR ON THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES AND THE ABOVE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY STATE TO STATE.

Distributors/Dealers Not Agents

The Ocean Yachts, Inc. distributors/dealers or designated service representatives are not the agents of Ocean Yachts, Inc. Ocean Yachts, Inc. neither assumes nor authorizes the distributors/dealers/designated service representatives or any other person to assume for Ocean Yachts, Inc., any liability, obligation or expense for the replacement of parts or correction of defects in your new Ocean Yacht, other than those expressly authorized herein and only if such expense is authorized in advance and in writing by Ocean Yachts, Inc.

Product Improvement Disclaimer

Ocean Yachts, Inc. reserves the right to improve its products through changes in design and material without obligation to incorporate such changes in Ocean Yachts of prior manufacture.



The Best Part Of Life Is Spent On An Ocean

OCEAN YACHTS, INC.
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