



SIROCCO MARINE, LLC WARRANTY CLAIM NOTICE FORM

This notice is by **Sirocco Marine, LLC**, a limited liability company organized in the state of Florida (the “**Company**” or “**us**”), to be used by its customers who claim warranty repair or replacement services on boats covered by the Company’s applicable limited product warranty (the “**Limited Warranty**”). The customer making a warranty claim under the Limited Warranty is referred herein as the “**Owner**” and the boat for which the warranty claim is being made is referred to herein as the “**Vessel**.” For full terms and conditions of the Limited Warranty, please use the following link and select the applicable warranty for your product: <https://www.siroccomarine.com/about-us/warranty/>

A. Warranty Service

Diagnostic, repair and replacement services (the “**Warranty Service**”) covered under the Limited Warranty will be performed at the Company’s office located at **3277 SE 14th Avenue, Fort Lauderdale, FL 33316** (the “**Company Premises**”), unless the Owner requests a Service Call (as outlined below).

The Owner is solely responsible for transporting the Vessel to the Company Premises for Warranty Service. The following charges will not be covered by the Company, are excluded from the Limited Warranty, and are to be paid solely by the Owner: (a) freight and transport charges, where applicable, incurred in shipping a Vessel to be repaired or replaced; and (b) haul-out, launching, or storage charges.

All warranty claims must be made through an authorized dealer/retailer **NO LATER than thirty (30) days** from the day the defect was discovered. The Company shall have a reasonable time to make any repair or replacement. Third party manufacturer equipment installed on boats will be covered by a separate third-party manufacturer’s warranty and are NOT covered by the Limited Warranty.

It is important to note that if the Owner brings the Vessel to the Company Premises for Warranty Service and the Company then determines that the requested repair work is not covered under the Limited Warranty, the Company will charge the Owner for any work the Company performed on the Vessel (including but not limited to diagnostics, repairs and replacements) at the Company’s standard service rates, which include, but are not limited to, labor, parts and storage.

Upon notification from us that the Vessel is ready to be picked up, the Owner will have seven (7) days to collect the Vessel from the Company Premises. If the Vessel is not collected within seven (7) days, storage charges will accrue from the eighth (8th) day at a rate of \$25 per day.

By requesting Warranty Service and signing below, the Owner hereby agrees:

- (i) To bring the Vessel to the Company Premises at the appointed time for Warranty Service;
- (ii) To allow the Company reasonable time for repair work;
- (iii) To pay any rates and charges at the Company’s standard labor and parts rate in the event that the repair work requested is not covered under the Limited Warranty; and
- (iv) To pay any storage charges that accrue (at a rate of \$25 per day) if the Vessel is not collected from the Company Premises within seven (7) days of being notified by the Company that the service has been completed, unless otherwise agreed to in writing with the Company.

OWNER’S AUTHORIZED SIGNATURE: _____

DATED: _____

OWNER’S PRINTED NAME: _____

VESSEL MODEL/HULL ID NUMBER: _____

B. Service Calls

The Owner may request Warranty Service at a location other than the Company Premises. A “**Service Call**” means diagnostic, repair and/or replacement services conducted at a location other than the Company Premises upon the request of the Owner. The Company only performs Service Calls located within its standard delivery range (the “**Delivery Zone**”) and the Company will charge the Owner at its standard billing rate for the cost of travelling to the Service Call location (the “**Transport Fee**”). The Transport Fee must be paid prior to the Service Call. In addition to the Transport Fee, there is be a refundable “**Service Call Deposit**”, as follows.

Refundable Deposit: If upon making a Service Call, the Company determines that the reported problem is caused by a condition that is not covered under the Limited Warranty, the Company will charge the Owner for the Service Call at its standard labor and parts service rates. In order to guarantee such payment, the Company requires the Owner to pay a refundable deposit fee (the “**Service Call Deposit**”) (which is between \$150 and \$300) before the Company conducts a Service Call. If upon making a Service Call, the Company determines that the reported

problem is caused by a condition that is covered by the Limited Warranty, the Company will refund the Service Call Deposit and cover the costs of the Service Call and Warranty Service, according to the terms of the Limited Warranty.

Subject to the following conditions, the Owner may request a Service Call by providing the information requested and signing below:

1. Designate a location within the Company's Delivery Zone that is both safe and adequate for the repair work;
2. Pay both the Transport Fee and refundable Service Call Deposit. If paying with a credit card, provide your credit card information below;
3. Sign below and agree to pay any charges that accrue; and
4. Approval by the Company.

| | | | |
|--------------------------------|-------------------------------------|-----------------------------------|-------------------------------|
| Credit Card Information | | | |
| CARDHOLDER NAME | | | |
| CARD BILLING ADDRESS STREET | | CITY/STATE/ZIP CODE | |
| | | | |
| CREDIT CARD TYPE | | | |
| <input type="checkbox"/> VISA | <input type="checkbox"/> MASTERCARD | <input type="checkbox"/> DISCOVER | <input type="checkbox"/> AMEX |
| CREDIT CARD NUMBER | | EXPIRATION DATE (MM/YY) | SECURITY CODE |

By requesting a Service Call and signing below, the Owner hereby agrees:

- (i) To authorize the Company to charge the credit card for the Service Call Deposit. Owner warrants that the credit card is issued in the Owner's name and the Owner is an authorized signer on the account. Owner further agrees that the card may be used to settle any invoices of the Company related to the Service Call and Warranty Service and authorizes the Company to do so. Owner understands that all information will be kept confidential;
- (ii) To designate a location or facility for the Service Call that provides a safe and adequate work environment for the Company's personnel to perform any repair work;
- (iii) To pay any rates and charges, including but not limited to, costs of transportation, labor and parts, in the event that the requested service is not covered under the Limited Warranty; and
- (iv) To pay the Service Call Deposit, which will be refunded upon determination that the requested service is covered under the Limited Warranty.

OWNER'S AUTHORIZED SIGNATURE: _____

DATED: _____

OWNER'S PRINTED NAME: _____

VESSEL MODEL/HULL ID NUMBER: _____

C. Miscellaneous

All work will be performed at and charged to the Owner at the Company's usual and customary time and material rate, as applicable. It is understood that if a price is quoted to the Owner, the price quoted is approximate only, and the actual charge, if applicable, will be based upon the Company's time and materials rate.

The Company shall not be responsible for any loss, damage or delay in effecting repairs resulting from any causes or causes beyond the control of the Company including, but not limited to, acts of God, war, riots, civil disturbances, weather, flood, fire, explosion, terrorism, failure of suppliers to deliver supplies or materials, failure of subcontractors to complete work, strikes, labor disturbances or demands, and priorities or allocations of the United States Government.

In the event of any dispute arising from this agreement, the laws of the State of Florida shall govern without regard to conflict of laws principles, except the general maritime law will govern any assertion by the Company of its maritime lien rights. The prevailing party shall be entitled to an award of costs, including the fees of the arbitrator, prejudgment interest, and reasonable attorneys' fees.

This contract is the final, exclusive and complete agreement of the parties. Except as provided in Limited Warranty, this contract may not be changed, modified or altered in any way except by a written instrument signed by the parties. Should any provision of this Agreement be deemed unenforceable, the parties agree that the remaining terms shall remain in full force and effect.

BY SIGNING THIS DOCUMENT THE OWNER HEREBY ASSUMES CERTAIN RISKS AND WAIVES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SIROCCO MARINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND BRIG U.S.A., LLC, A MARYLAND LIMITED LIABILITY COMPANY.