

SABRE

LIMITED SAILING YACHT WARRANTY

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

This Limited Warranty is extended by Sabre Corporation ("Sabre") to the original retail purchaser of the sailing yacht and is not transferable to any subsequent purchaser.

Sabre disclaims all responsibility for loss of use of the yacht, loss of time, inconvenience, consequential, incidental or other damages, including but limited to, the cost of transporting the yacht, travel, lodging, loss of revenue, or loss or damage to personal property.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you.

Sabre reserves the right to make changes in design, materials, or specifications of its yachts or parts without obligation or liability to incorporate such changes in yachts or parts of prior manufacture.

What is covered and for how long:

- a) Sabre warrants all sailing yachts and parts manufactured by it to be free from defects in material and workmanship, under normal use and maintenance, for a period of twelve (12) months after the date the yacht is first commissioned for the original purchaser.
- b) Sabre warrants all fiberglass hulls supplied by it to be free from structural defects which would make the yacht unfit for the use intended, under normal use and maintenance, for a period of ten (10) years from the date the yacht is first commissioned for the original purchaser.
- c) Sabre warrants the gelcoat below the waterline of all fiberglass hulls manufactured by it against premature weathering or deterioration for a period of five (5) years after the date the yacht is first commissioned for the original purchaser.

Validation of Limited Warranty:

To validate this Limited Warranty, the Sabre Warranty/Commissioning checklist must be returned to Sabre Corporation, Hawthorne Road, Box 134, South Casco, Maine 04077 within fifteen (15) days of the delivery of the yacht to the original purchaser. Additional Warranty Registration Forms are available at Authorized Sabre Dealers. The Federal Boat Safety Act requires that we obtain the information contained on the Warranty Registration from all original purchasers of Sabre yachts.

What is not covered:

- A. The twelve (12) month Limited Warranty referred to above does not apply to:
 1. Labor or material charges for engine, batteries, controls, instruments, pumps, propellers, or other equipment or accessories carrying their own individual warranties;
 2. Items installed by anyone other than Sabre;
 3. Gelcoat damage such as crazing caused by stress, impact, weathering, or from improper maintenance or use of harsh solvents or cleaners;
 4. Finishes or upholstery damage due to weathering, improper maintenance, or use of harsh solvents or cleaners;
 5. Alignment of the engine and adjustment of the stuffing box which is considered part of normal maintenance;
 6. Damage to, or vibration in, the transmission, shaft, shaft seal or strut, caused by propellers not provided by Sabre Corporation.
 7. Repairs to leaks at stanchions, deck hardware, the hull to deck joint, the mast collar or port frames, caused by the day to day operation of the yacht and which are considered part of routine maintenance;
 8. Damage or excessive wear caused by abuse, neglect, or unfamiliarity during charter operation.

9. Adjustments to doors, drawers, and other interior wooden components;
 10. All interior or exterior varnish;
 11. Damages caused by overland transportation of the yacht;
 12. Charges for delivery to the repair facility, moving within the facility, or hauling; or
 13. Normal maintenance including, but not limited to those operations included on Sabre's Annual Safety Maintenance Checklist.
- B. The below waterline gelcoat portion of this Limited Warranty does not apply:
1. If the gelcoat has been sanded, sand blasted, or subjected to abrasives or damaged by impact or contact.
 2. If the gelcoat has been prepared for painting other than with an approved solvent wash or painted other than with an approved bottom paint consistent with the recommended procedures and products in the owner's manual.
 3. To fairing of all underwater surfaces at the keel joint, through-hull fittings, strut, shaft, and rudder.

Under what circumstances the Limited Warranty will not apply:

There will be no warranties whatsoever if :

- a. Prior approval, except in cases of clear emergency, is not received from Sabre;
- b. The yacht or part is repaired for warranty service or maintenance by persons unauthorized by Sabre;
- c. The yacht is subjected to misuse, misapplication, negligence, or accident; or
- d. Defects or damages arise from improper maintenance, commissioning or storage.
- e. A hydraulic backstay adjuster puts greater stresses on the hull and deck structure of the yacht than does any backstay adjuster provided by Sabre from Sabre's optional equipment list.
- f. Rigging changes are made without prior written authorization from Sabre.

What Sabre will do in the event of a defect:

Sabre's sole obligation under this Limited Warranty shall be limited to the repair or replacement of defective components or parts within a reasonable time except as limited below. No claim or breach of warranty shall be cause for cancellation or rescission of the contract of sale for any yacht. An Authorized Sabre Dealer or Authorized Service Agent is not an agent for Sabre except for the purpose of administering the above Limited Warranty and Sabre does not authorize an Authorized Dealer or Authorized Service Agent to assume liability for expenses incurred in the replacement or repair of parts other than those expressly authorized in the Limited Warranty.

With respect to the below waterline gelcoat portion of this Limited Warranty covering premature weathering or deterioration of the underwater hull surface, Sabre will repair or, at its option, pay for the labor and materials cost in excess of \$250.00 necessary to repair the hull surface, not to exceed the industry standard costs and excluding hauling, launching, storage, and bottom paint costs, in the amount of 100% of such cost during the first two years of use, 90% during the third year, 80% the fourth year, and 70% during the fifth year of use.

Where and how to make Warranty Claims:

To obtain performance under the Limited Warranty, the original purchaser must notify Sabre Corporation Customer Service Department at P.O. Box 134, South Casco, Maine, 04077 within thirty (30) days after discovery of the defect. Any claim under this Limited Warranty must be fully documented with photographs, and provide full estimates of all materials and labor hours, quantities, and rates. Sabre may require an inspection of the defect by Sabre, an Authorized Sabre Dealer, or an Authorized Sabre Service Agent prior to authorizing repair or replacement by Sabre. Sabre may also require a core sample from the fiberglass hull to evaluate the existence of a defect or to confirm that gelcoat blistering is covered by this Limited Warranty.

Authorization must be granted by Sabre before any work is carried out under this Limited Warranty. Work carried out prior to receipt of Authorization will not be covered by this Limited Warranty.

Sabre reserves final judgement on the acceptance and reflection of all claims made under this Limited Warranty.

This Limited Warranty is given and accepted in lieu of : (i) All other express warranties and (ii) Any obligation, right, claim or remedy, in contract or in tort, including product liability, based upon strict liability or negligence, actual or imputed. Any implied warranties of merchantability or fitness or a particular purpose on this yacht shall be limited to the duration of twelve (12) months after the date the yacht is first commissioned for the original purchaser.

Note: Some states do not allow limitations on how long implied warranties last, so the above limitations may not apply to you. July 2000