

LIMITED WARRANTY

MARINE GRADE VINYL

Subject to the limitations and conditions described below, Spradling International, Inc. ("Spradling") warrants to its customers who are manufacturers of boats, marine seats or boat trim component parts ("Customers") that all original equipment marine quality upholstery vinyl coated fabrics purchased from Spradling ("Product") will conform to the applicable product specifications published by Spradling and will remain free from defects in materials and workmanship for a period of five years (the "Warranty Period") from the production date of a boat or completed boat trim component part containing Product, provided that such Product is applied, installed, used and maintained in accordance with Spradling's specifications and instructions. All warranty claims must be submitted in writing within thirty days after discovery of the nonconformity or defect. (Product that is either nonconforming or defective is referred to herein as "defective Product").

During years one and two of the Warranty Period, Spradling will provide replacement Spradling Product to replace any defective Product and pay competitive labor rates for re-upholstery of the seat and/or trim, with a labor limit of twenty-five U.S. Dollars (US \$25.00) for each linear yard of replacement Product. During years three through five of the Warranty Period, Spradling will provide replacement Spradling Product to replace any defective Product, but will not pay any re-upholstery, labor or other costs.

THE REMEDIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON FOR DEFECTIVE PRODUCTS. UNDER NO CIRCUMSTANCES SHALL SPRADLING BE LIABLE FOR ANY LOSS, INJURY, EXPENSE OR DAMAGE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHERWISE, RESULTING FROM THE USE OF ANY PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE.

The warranties set forth herein do not cover, and the remedies set forth herein are not applicable to, any of the following: (a) bleeding from adjacent boat components, (b) staining due to contact with suntan lotion, teak oil, topping, engine grease or similar contaminants; (c) degradation due to the presence of amines in adjacent urethane foam cushioning; (d) damage caused by improper installation or failure of the seat and/or trim parts; (e) deterioration due to the use of improper cleaning materials or procedures; (f) staining or degradation due to any agent or cleaner; (g) damage resulting from abuse; or (h) normal wear and tear.

Subject to Customer's compliance with a written conformance program documented to Spradling's satisfaction and approved in writing by Spradling, Spradling will expand its warranty to cover staining resulting from mildew growth on adjacent boat components, commonly referred to as "pink stain." To be eligible for approval, Customer's conformance program must include the following:

- Component parts must be treated to resist fungal growth.
- Conformance to ASTM G21 and ASTM I428 must be verifiable.
- Upholstery must be properly maintained as specified in the SIM guidelines.

Abuse of Product is excluded from warranty coverage under all circumstances.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PINK STAIN AND VINYL COATED FABRICS

Pink stain is not actually mildew. Rather it is a by-product of a specific type of bacterial micro-organism. This microorganism produces a by-product, a dye, which is soluble in plasticizer (a primary ingredient in vinyl coated fabrics) and will stain any vinyl coated fabric it comes in contact with. Therefore, even a vinyl coated fabric that is properly protected with an anti-fungal agent will stain if the vinyl coated fabric comes in contact with the pink bacteria by-product.

It follows then that in marine applications care should be taken in the construction of vinyl coated fabric covered items to prevent bacterial and mildew growth. In order for bacteria and mildew to grow, moisture or water vapor is needed. Thus, seams should be water tight, if possible. Seats should be constructed so that the foam cushions do not become saturated with water and will dry out quickly if they do get wet. Foam cushions, padding, wood frames and other components should be formulated or treated with an efficient anti-microbial agent. If bacterial growth proliferates on wet and untreated substructure components, the pink stain by-product will gradually work its way to the surface and stain the vinyl coated fabric, even if the vinyl is well-protected against bacteria and mildew. Once constructed, all vinyl coated fabric cover items should receive "frequent and proper cleaning" - with special attention given to crevices where dirt and water can be trapped.

All Spradling International, Inc. marine quality vinyl coated fabrics contain proven anti-fungal/anti-bacterial agents; in sufficient amounts to provide years of mildew-free use. However, the best protection against pink stain is to construct marine and outdoor seating and trim pieces in such a way as to reduce moisture and dirt retention, and to incorporate components that have been properly formulated and/or treated with an efficient anti-microbial agent.

MARINE UPHOLSTERY FABRICATION

The following component attributes are strongly recommended for all marine upholstery, to assure longevity and extended trouble-free service life of exterior marine upholstery.

VINYL

Marine grade quality treated with anti-fungal and anti-bacterial additives to retard mildew and bacterial growth and pink mildew by-products.

POLYURETHANE FOAM

Treated to inhibit fungal growth, and should pass all standard anti-fungal and anti-bacterial standards such as ASTM G-21 (CFFA - 120), ASTM E1428 and AATCC 147 (CFFA -300).

SUBSTRUCTURE (FRAME/BASE)

Plywood, if used, should be marine grade treated to be mildew and rot resistant.

SEWING THREAD

Polyester recommended 69 (3 ply) or 92 (4 ply).

NEEDLE SIZE

#20 for 69 (3 ply) thread, or #22 for 92 (4 ply) thread.

POLYETHYLENE FILM

Not recommended as an encapsulating barrier between the vinyl cover and cushioning polyurethane foam.

VENTING

Upholstery as well as substructure should be vented to allow any trapped moisture to escape and dissipate.

BOAT OWNER RECOMMENDATIONS

It is wise that boat owners cover their boats when not in use. Allow adequate venting to avoid trapping moisture to assist in reducing the adverse effect of continuous sunlight, which can degrade upholstery components over time and shorten the service life of exterior upholstery.

Boat owners should refrain from stowing wet towels, all-weather gear, swimsuits, etc. inside their boats. Cabinets and lockers should be opened, if possible, to aid in air circulation. Moisture absorbing desiccants will aid in controlling interior moisture.

