

Fortress Marine Limited Warranty

December 2019

Warranty:

Subject to the limitations and conditions described herein, Richloom Fabrics Group warrants to its customers who are manufacturers of new boats or manufacturers of marine seats or boat trim component parts for new boats that all original equipment marine quality upholstery vinyl coated fabrics purchased from Richloom ("Fortress Marine") will conform to the applicable product specifications provided by Richloom and will remain free from defects in materials and workmanship for a period of five years ("the Warranty Period") commencing on the purchase date of the product from Richloom. This warranty does not apply to marine grade vinyl purchased by upholsters or purchased for aftermarket modifications or repairs. All warranty claims must be submitted to Richloom in writing within thirty days after discovery of the nonconformity or defect.

The above warranty does not cover, and the remedies below do not apply to, among other things:

- Bleeding into fabrics from adjacent boat components
- Staining due to contact with engine grease, teak oil, bodily fluid, lotions or similar substances
- Staining or degradation from contact with other boat components, foam or thread
- Damage caused by improper use or installation, or abuse
- Deterioration due to improper use of cleaning products
- Staining or degradation caused by algae or other organisms

During years one through three of the Warranty Period, Richloom will (i) provide replacement Richloom Marine Grade Vinyl Product or substantially similar product to replace any defective Marine Grade Vinyl Product and (ii) pay the labor for re-upholstery of the seat and/or trim, with a limit on the cost of labor of twenty-five U.S. Dollars (US \$25.00) for each linear yard of replacement Marine Grade Vinyl Product provided pursuant to the warranty.

During years four and five of the Warranty Period, Richloom will provide replacement Richloom Fortress Marine Grade

Vinyl Product to replace any defective Marine Grade Vinyl Product, but will not pay any re-upholstery, labor or other costs.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, RICHLOOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO FORTRESS MARINE PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

The provisions of the foregoing warranty shall be Fortress Marine product purchasers' sole and exclusive remedy with respect to any non-conformities or defects in any Fortress Marine products. No decision by Richloom to honor claims or provide any remedy exceeding or outside of the foregoing warranty in any instance shall constitute a waiver of any provision of the foregoing warranty with respect to any other instance or establish a course of dealing between the parties that would vary any provision of the foregoing warranty.

Recommended Cleaning Instructions:

Fortress Marine is manufactured to be cleaned easily. For general care, brush off loose dirt and gently hose down. To clean stubborn stains, prepare a solution of 1 cup of Bleach, ¼ cup mild soap/household detergent to 1 gallon of water. Gently wipe away spill, allow stain to soak in solution for at least 15 minutes before gently wiping away. Be careful to not use the solution on any thread or exposed parts. There can be no assurance that the foregoing cleaning instructions will successfully remove all stains.