

# Marine Guarantee Programme

Between

Argo Nautical Limited

Trading As

Princess Motor Yacht Sales

and

The Client

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## **Marine Guarantee**

Whilst We hope Your ownership of the Craft will be trouble free, should You encounter a problem the benefits detailed in this Guarantee are designed to assist You.

This Guarantee has been provided to You by Us, Argo Nautical Limited t/a Princess Motor Yacht Sales, or by one of Our appointed dealers.

This is Your Guarantee, which You should keep in a safe place. It shows what You are entitled to and what is not included within the scope of this Guarantee.

Please read this document carefully as it is important that You understand what You are entitled to, the Guarantee benefits and Your responsibilities under the Guarantee.

Please note that, for this Guarantee to be valid, the Craft and its Components must have passed a Survey. The scope of the Guarantee will not extend to any Components or areas which have not passed a Survey. If a named Component has not passed the Survey or has a fault it will not be included unless the fault has been repaired to a satisfactory standard prior to the start of the Guarantee Period.

The Craft and its Components must be properly serviced and maintained in accordance with manufacturer's specification at all times, in order for this Guarantee to be valid.

## **Definitions**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout and will appear with a capital letter.

1. Aggregate Repair Limit, is the maximum amount of all Repair Costs added together that You can claim in total during any 12 month period of the Guarantee (commencing on the commencement date of the Guarantee or anniversary thereof as appropriate) within the Period as stated on Your Schedule.
2. Application means any signed application and declaration together with any additional written information You may have supplied to Us in support of Your application for the Guarantee.
3. Breakdown means the sudden and unforeseen failure of an included Component arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function and necessitating immediate Repair or replacement before its normal operation can be resumed. Note failure due to Wear and Tear is not a Breakdown.
4. Charter means to lease, hire or use the Craft for charter, hire or reward or any use other than for private personal pleasure use.
5. Component means any mechanical, electrical or electronic part which has been subject to a Survey (and passed the Survey) prior to the start of the Guarantee Period, and as listed under the section headed 'What is Included' set out below.
6. Craft means only the boat, ship, vessel (or any other description of watercraft) as identified on the Schedule but excluding any tender.
7. Geographical Limits means the area in which this Guarantee is effective and encompasses the following European countries: Austria, The Balearic Islands, Belgium, Bulgaria, The

Canary islands, The Channel islands, Corsica, Crete, Croatia, Cyprus, Denmark, Estonia, Finland, France, Greece, Germany, Italy, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (Moscow), San Marino, Sardinia, Sicily, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine (Kiev), United Kingdom.

8. **Guarantee** means this document and its accompanying Schedule, which together comprise the documentation outlining the benefits provided, terms and conditions, exclusions and requirements.
9. **Period** means the dates shown on Your Schedule showing the commencement date and expiry date of the Guarantee.
10. **Repair/Repairs** means the work or actions undertaken to rectify a Breakdown of a named and included Component.
11. **Repair Cost** means the cost of both Repair materials and labour (including VAT where appropriate) necessitated in rectifying the Breakdown, in line with published repair times.
12. **Repairer** means any Argo Nautical Limited t/a Princess Motor Yacht Sales authorised repairer.
13. **Replacement Cost** means the cost of a replacement Component, of similar make and quality as the original included Component that had suffered Breakdown, including the labour cost of fitting the new Component, in line with part manufacturer list prices.
14. **Schedule** means the certificate provided to You with this Guarantee which states Your details, the details of the Craft to which the Guarantee applies, the Period of the Guarantee and its commencement date, the Single Repair Limit and the Aggregate Repair Limit.
15. **Servicing Handbook** means the handbook which was issued by the manufacturer with the Craft (or the relevant Component) when new, and which details the servicing and maintenance requirements for the Craft and its Components.
16. **Single Repair Limit**, is the maximum Repair Cost that can be claimed per Breakdown during the Period. The Single Repair Limit is as stated on Your Schedule.
17. **Survey** means an independent Craft inspection, including oil survey and analysis, pre-agreed by Us. The Survey will be performed at Our cost prior to the inception of this Guarantee.
18. **Wear and Tear** means the gradual deterioration associated with normal use and age of the Craft and its Components.
19. **Worn Out** describes Components which have reached the end of their effective working lives because of age and/or usage.
20. **We/Us/Our** means Argo Nautical Limited, t/a Princess Motor Yacht Sales, 6 Athena Court, Athena Drive, Tachbrook Park, Warwick, CV34 6RT.
21. **You/Your/Yourself** means the person named on the Schedule.

### **The Guarantee**

This Guarantee:

- Contains details of the benefits to which You are entitled, what is not included and the terms and conditions which are applicable to this Guarantee.
- Is designed to pay for Repair Costs (or, at Our option, the Replacement Costs) as a result of Breakdown, in accordance with the terms and conditions of this Guarantee.
- Will only become effective on the commencement date of the Period as stated in Your Schedule, subject to Us having received and accepted Your Application as well as payment in full.
- Provides only the benefits stated in this Guarantee.

- Is only valid following a satisfactory Craft Survey by Us, and then only in respect of the Components passed by the Survey and detailed in the section headed 'What is Included' set out below, and which are in good and working order at the time of commencement of this Guarantee.
- May not be varied and is not assignable. It may only be transferred at Our discretion and in accordance with General Condition 6: Transfer.

### **Understanding Your Guarantee**

Please read this Guarantee carefully and make sure You understand and fully comply with its terms and conditions. Failure to do so could lead to You not being entitled to some or all of the benefits.

Please ensure You keep this Guarantee in a safe place so You can read it again if You need to.

### **The Schedule**

The Schedule should be kept with this Guarantee. It contains Your details, the details of the Craft to which the Guarantee applies, the Period of the Guarantee and its commencement date, the Single Repair Limit and the Aggregate Repair Limit. Please check that the information contained in the Schedule is correct. If it is not, please contact Us immediately.

### **Marine Mechanical Breakdown Guarantee**

Your Schedule sets out the Repair Limit and the Aggregate Repair Limit.

This Guarantee is designed to pay for Repair Costs (or, at Our option, the Replacement Costs) of any included components which have suffered Breakdown during the Period, whilst Your Craft is within the Geographical Limits, subject always to the Single Repair Limit and the Aggregate Repair Limit.

During the Period of Your Guarantee, Your Craft must be permanently registered to You.

The Guarantee does not include nor extend to the cost of parts that are replaced at the time of Repair, but which have not suffered Breakdown. The Guarantee does not include nor extend to the cost of parts or Components which have failed due to Wear and Tear.

If, following a Breakdown, a Component is replaced, the Guarantee will not pay for that replacement Component during the term of any manufacturer's guarantee relating to it. Eligibility under the Guarantee will start again upon expiry of that manufacturer's guarantee, provided Your Guarantee has not expired. This Guarantee is not to be a substitute for the manufacturer's liability if the Craft or the Component is found to be unfit for the purpose for which it was intended, is not as described, is not of satisfactory quality or has not been correctly fitted.

You may claim up to the Single Repair Limit in respect of each individual Repair Cost and You may claim up to the Aggregate Repair Limit for the total of all or any of a series of Repair Costs during any 12 month period (commencing on the commencement date or anniversary thereof as appropriate) within the Period.

The Aggregate Repair Limit will be reduced on a pound for pound basis by the cost of any Repairs Costs made during any 12 month period (commencing on the commencement date of the Guarantee or anniversary thereof as appropriate) within the Period.

## **What Is Included**

This Guarantee entitles You to Repairs (or, at Our option, Replacement Costs), incurred as a result of a Breakdown (as defined).

### **REPAIR LIMITS**

The Single Repair Limit and Aggregate Repair Limit apply to each Repair Cost.

**IMPORTANT:** The Single Repair Limit and Aggregate Repair Limit are subject to an overall limit of 8 hours labour in total for removal of the deck and/or the superstructure of the Craft in connection with an approved Repair.

You will be required to pay for any additional time required for this purpose over and above the 8 hours included as part of the Guarantee.

This Guarantee will provide benefit for all the Components listed, inspected and passed in the Survey, except for the following sections. For the following sections, only the specified Components are included under this Guarantee; any Component not specifically listed 1 – 28 below will not be included under this Guarantee.

### **1. Propulsion engine components for Stern Drive, POD/ IPS Drive and Inboard Installations**

#### **1.1 All internal lubricated diesel engine parts including:**

Camshafts, connecting rod bearings, crankshaft damper (harmonic balancer), crankshaft main bearings, cylinder barrels, cylinder heads, cylinder liners, engine mounts, exhaust manifold, flywheel, flywheel ring gear, gaskets, gudgeon pins, intake manifold, oil cooler housing, oil pan, oil pump, piston rings, pistons, rocker arms, rocker cover, seals, shaft, supercharger drive assembly, supercharger housing, supercharger internal components, timing chain, timing gears, turbocharger housing, turbocharger intercooler, turbocharger internal components, turbocharger waste gate actuator, valve guides, valve lifters, valve pushrods, valve seats, valve springs, valves.

#### **1.2 All internal lubricated gasoline engine parts:**

As at 1.1 but including distributor bearings, distributor housing.

#### **1.3 Lubricating System**

Complete oil injection metering system, drive gear and/or shaft, oil cap, oil injection check valves, oil injection pump, oil level sensor, oil lines, oil tank, seals and gaskets, warning horn.

#### **1.4 Cooling System**

Coolant circulating pump, engine water pump (excluding impellers), heat exchangers, seals and gaskets.

#### **1.5 Fuel System components – diesel engines:**

Accumulator, control valves, ecu, feed pump, filter housing, hp pipe, hp pump, injector nozzle, injector pump, injectors, lift pump, priming pump, sensors.

### **1.6 Fuel system components – gasoline engines:**

Carburettor body, control unit, diaphragm, electronic fuel injector, flame arrestor, fuel distributors, fuel injection pump, fuel pump.

## **2. Transmission – (Marine Gear)**

### **2.1 Shaft drive**

All internally lubricated parts within the transmission case, bands, bearings, bearing carriers, clutch and thrust plates, clutch drums, gears, hydraulic pumps, oil pan, seals and gaskets, shift transmission mounts, valve bodies.

Gear selector solenoids, linkages, actuators.

### **2.2 V-Drive**

All internally lubricated parts within the V-Drive case, bearings, bevel gears, case, seals and gaskets, shafts, shims and bearing carriers, thrust bearings.

Intermediate drive shaft assembly.

### **2.3 POD/IPS drive**

All internally lubricated parts within the POD unit case, bearings, bearing carriers, bevel gears, case, shafts, shims and seals and gaskets, thrust bearings.

### **2.4 Stern Drive/Upper and Lower Units**

All internally lubricated parts contained within the gear case and upper housing.

## **3.0 Helm Station Controls**

### **3.1 Shift & throttle controls – lower helm, flybridge and third station**

Cables, Dynamic Position System (DPS), electronic control, ignition switch, joystick steering control system, neutral start switch, throttle cam lever.

### **3.2 Steering - POD/IPS & stern drive**

Control valves, gaskets, helm control unit – electric, helm control unit – hydraulic, hydraulic cylinder assembly, hydraulic steering lines, power steering pump, seals, steering control module, steering motors, steering wheel and coupling.

### **3.3 Power Trim & Tilt**

Hydraulic pump, limit switches, manual release valve, master switches, motor, O-rings, oil pump, pump relief valve, reverse lock valve, seals & gaskets solenoids, spring, spring sending unit, trim cylinder, wiring harness.

### **3.4 Auto docking controllers**

CANBUS interface, gearbox drive, receiver module, relays and wiring harnesses.

## **4.0 Electrical components**

### **4.1 Diesel engines**

Active Corrosion Protection System (ACP), alternator, ECU (computer module) engine management system sensors, engine terminal blocks, engine wiring harness, power tilt motor, starter, starter drive, starter solenoid.

### **4.2 Gasoline engines**

As at 4.1 but including choke solenoid, ignition module, ignition coil, switch box trigger.

Electronic Fuel Injector Equipment, det knock sensor, electronic control modules, Fuel injectors, idle speed solenoid, throttle position sensor, ignition control sensor, mass air flow sensor, manifold absolute pressure sensor, crank position sensor, air temperature sensor, coolant sensor, injector wiring harness, fuel injection lines & fittings, all electronic injection sensors & controls.

## **5.0 On-board Generator**

### **5.1 Engine**

Air intake housing, big end bearings, cam followers, camshaft, connecting rods, crankshaft, cylinder bores, cylinder head, cylinder head gasket, cylinder liners, exhaust , manifold, flywheel and ring gear, flywheel housing, gudgeon pins, hydraulic followers; inlet and exhaust valves, inlet manifold, main bearings, oil pump, piston rings, pistons, push rods, rocker assembly, timing chain, timing gears, valve springs and guides.

### **5.2 Alternator**

Drive coupling, ECU, engine terminal blocks, engine wiring harness, regulator rectifier, rotor, sensor switches, starter, stator, switch box, voltage regulator (AVR).

## **Further Components and Equipment**

## **6.0 Air Conditioning System**

Capacitor, chilled water pump, compressor, condenser, control panel, display panel, evaporator, fans, fan trigger, heat exchanger, relay, sea water pump, thermostat. V.F.D. units, water chillers & motors.

## **7.0 Anchor Windlass**

Electric motor, gearbox, housing & deck plate, hydraulic hoses, hydraulic motors, hydraulic valves, solenoids and controls.

## **8.0 Aft docking winches**

Electric motor, gearbox, housing & deck plate, hydraulic hoses, hydraulic motors, hydraulic valves, solenoids and controls.

## **9.0 AC Electrical system**

### **9.1 Battery chargers**

Remote displays and switch panels.

## **9.2 Inverters & charger inverter combi units**

Remote displays and switch panels.

## **9.3 Shore support system**

Contactor assemblies, galvanic isolators, inlet receptacles, MCB's, RCD's, switches.

## **10.0 AV equipment**

Amplifier, AM/FM tuner, Blueray player, CCTV cameras and controllers, CD Player, CD changer, DAB tuner, DVD player, music storage devices, speakers, stereo, television antenna, television sets, satellite TV system (KVH TracVision or similar) TV lift mechanism including motors, controllers, switch panels, remote controls, wiring harnesses, and limit switches.

## **11.0 Bow & Stern Thrusters**

Control modules, control panels, drive leg (excluding propellers and safety shear pins), electric motor, gearbox, harnesses, hydraulic hoses, hydraulic motors, proportional control unit, relays, switches, safety switches, valve assemblies.

## **12.0 Communications equipment**

Satellite telephone and broadband, (KVH TracPhone or similar), Siren marine monitoring and tracking systems (or similar).

## **13.0 Crane**

Crane unit, hydraulic pumps, hydraulic valve, reservoir pack, electronic motor & control unit. Ensure cables/wires are maintained and that the unit is operated within the manufacturer specifications and weight limits.

## **14.0 DC Electrical system components**

Charge diodes, control module, dimmers, Glendinning Cablemaster, inverters, isolators, lighting modules, monitoring systems, search lights and control modules and switches, table lift assembly including motors, switches and wiring harnesses, underwater light systems but excluding LED light fittings.

## **15.0 Domestic Appliances**

combi oven, dishwasher, electric BBQ, electric griddle, electric hob ceramic, electric hob induction, electric oven, freezer, fridge freezer, heated towel rails, ice maker, microwave/microwave, refrigerator, steam oven, trash compactor, washer/dryer, washing machine.

## **16.0 Dynamic boat trim system**

### **16.1 Trim tabs**

Auto trim control module control module, electric trim cylinder, hydraulic trim cylinder, motor, pump, sensors, switches.

## **16.2 Interceptors**

Auto trim control module, control panel, control unit, GPS antenna, interceptor plate, mounting plate, sensor, servo unit, wiring harnesses.

## **17.0 Electric/hydraulic Bimini & powered sun awning**

Electric motor, pump, valves, hoses, control module, switches, sensors, stainless frames, poles, supports and wires.

## **18.0 Electrically operated roof**

Control module, electric motors, hoses, pump, valves, switches, sensors, sliding roof mechanism and panels.

## **19.0 Electrically operated flybridge roof**

Control module, electric motors, hoses, pump, switches, valves.

## **20.0 Gangway & Passerelle**

Control panel, gangway & control unit, hydraulic cylinders, hydraulic pump, motor, sensors, wiring harness.

## **21.0 Heating & Demist Unit**

Control panel, heating elements, Hydronic hot water heating system combustion unit, Hydronic hot water demist system, pumps, thermostat, warm air heating system combustion unit, warm air demist system, wiring harness.

## **22.0 High-Low Bathing Platform, Balconies, Drop Bulkheads, Saloon Doors, Drop Windows & Rear Garage Door**

Control unit & reservoir pack, hydraulic cylinders, hydraulic p.t.o pumps, hydraulic valve, sensors, wiring harness.

## **23.0 Navigation System**

AIS receiver and transceiver, Antenna's, Auto Pilot system, depth sounder display and transducer, fish finder display, transducer and interface module, GPS, plotter, Radar, speed log display and transducer, VHF Radio.

## **24.0 Stabilisers**

Control panel cooling pumps, control modules & panel, electric motor & V.F.D., gyro compass, hydraulic p.t.o. pumps, hydraulic valve & reservoir pack, fins, Gyroscopic units.

## **25.0 Steering**

Control valves, gaskets, helm control unit – electric, helm control unit – hydraulic, hydraulic cylinder assembly, hydraulic steering lines, power steering pump, seals, steering cable, steering control module, steering motors, steering wheel.

## **26.0 Water Systems**

### **26.1 Black Water System**

Marine toilets (excluding service items), macerator pump, discharge pump, vacuum generator pumps, automatic overboard discharge valve, control module, interlock switch, switch panel.

### **26.2 Fresh Water System**

Calorifier tank, expansion tank, immersion heater, pressure pump, shore inlet and solenoid valve assembly, water maker (excluding filters).

### **26.3 Grey Water System**

Discharge pump, grey water tank, hoses, switches, valves.

## **27.0 Wi-Fi**

Wi-Fi router, antenna, access points & booster unit.

## **28.0 Outboard**

Where the outboard is the main propulsion of the Craft (but excluding tenders) it shall be included under this Guarantee. Components included are as per the 'Engine' section above, including all internally lubricated parts within the transmission case.

### **Other benefits**

- **Hoist/Haul-Out Allowance**

A Craft hoist/haul-out allowance of up £3000 is included in the Guarantee in order to effect an approved Repair or Replacement.

- **Charter**

This Guarantee permits charter of the craft up to maximum of 6 weeks charter per calendar year.

### **What is Not Included**

The items listed under the following headings are NOT included.

#### **1.0 Wear and Tear, and Worn Out Component(s)**

**1.1** Any Component which failed the Survey and was repaired or replaced by Us or a Repairer as a result of and/or as part of the Survey will not be eligible under the Guarantee in respect of a Breakdown for the first 30 days from the initial commencement date of this Guarantee as stated on the Schedule. The Guarantee will also not pay for any repair or replacement required during the term of any manufacturer's guarantee relating to that Component. Eligibility under the Guarantee will commence only upon expiry of any manufacturer's guarantee, where within Your Guarantee Period.

**1.2** Any Component failure due to Wear and Tear or misuse is not included under this Guarantee.

**1.3** Any Component which has failed due to corrosion as a result of prior or current water ingress will not be included under this Guarantee -unless such water ingress has been physically caused by the Breakdown of an included Component.

**2.0 Craft - The scope of this Guarantee does not extend to any Craft:**

**2.1** whose Components have been customised or modified in any way from the manufacturer's specification, or

**2.2** which is owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing craft, or used for competition, trial or racing, or

**2.3** which is used for Charter for a period exceeding 6 weeks in any one calendar year.

**3.0 Repair or Replacement Costs of Components:**

**3.1** We will not pay for the Repair or Replacement Costs of any Components:

**3.1.1** which were faulty or had suffered a breakdown prior to commencement of the Guarantee and were identified as failed at the time of the Survey, or parts which were not surveyed and/or had not passed the Survey prior to the commencement of this Guarantee;

**3.1.2** which have not been fitted by either the Craft manufacturer, the Component manufacturer,

**3.1.3** the Component manufacturer's authorised distributor, by Argo Nautical Limited or by an Argo Nautical Limited authorised distributor.

**3.1.4** where the repair, replacement, loss, damage or liability is claimable on any other existing guarantee or warranty, or necessitated due to inherent faulty design, manufacturing fault, faulty or negligent repair/replacement/fitting or following a recall by the manufacturer, or

**3.1.5** where the damage has been caused by the Craft being piloted with a fault and/or a defect, or

**3.1.6** Where the Breakdown was caused by, or occurring due to:

- a)** any modification from the manufacturers' specification, or
- b)** faulty or negligent repair/replacement/fitting of any parts or Components.
- c)** any accessory or equipment not fitted and supplied with the Craft at the commencement of the Guarantee and/or not reviewed and passed by the Survey prior to the commencement of the Guarantee, or
- d)** any experimental equipment whether it was supplied by the manufacturer of the equipment or the Craft or not.

**4. Damage to the Craft or its Component(s):**

**4.1** The following components are specifically excluded under this Guarantee:

**4.1.1** Batteries (unless failure is as a direct result of an included Component), hull structure, antifoul, fibreglass and gel coat, teak decks and tables, upholstery, covers and canvas, carpets and flooring, glazing, interior trim, linings and cabinetry, silicone joints, cosmetics, water leaks, tenders including their outboards, accessories and equipment, items that have failed due to lack of maintenance, service or misuse.

**4.1.2** Consequential damage and/or consequential loss, being any damage or losses, which do not arise directly from the cause of the Breakdown of an included Component, such as (but not limited to), economic loss, loss of profit, loss of goodwill, damage to reputation, loss of a contract or business opportunity, losses caused by the Craft being unfit to use.

**4.2** We will not pay for any fault or damage to the Craft or its Component(s):

**4.2.1** occurring due to the Craft being piloted following the initial failure, or

**4.2.2** caused by or as a result of any accidental damage during recovery or caused by or as a result of fire, theft (or attempted theft) or impact, or

**4.2.3** caused by frost, corrosion, contamination, or the freezing of any liquids, or

**4.2.4** caused by the use of incorrect fuel, or a grade of fuel or lubricant not recommended by the manufacturer of the Craft or its Components, or

**4.2.5** of whatsoever nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is willful, unlawful or negligent on Your part or anyone for whom You are responsible, or

**4.2.6** caused due to bilge pump failure, howsoever arising.

**5.0 Miscellaneous - This Guarantee does not include any of the following:**

**5.1** Any loss, damage, cost, claim or expense in connection with any Craft due to sinking or submerging.

**5.2** Any loss or damage as a result of water ingress, unless directly caused by the Breakdown of an included Component.

**5.3** Maintenance and/or fine tuning where no parts have broken or failed; or

**5.4** Service items, including (but not limited to): distributor cap, rotor arm, condensers, points, high tension leads, spark plugs, wiper blades, filters, bulbs, belts, antifreeze, fluids, grease, fuel or oils, batteries, unless replacement is necessary following the Breakdown of a Component which forms part of a valid repair; or

**5.5** Any costs incurred in excess of the Single Repair Limit or Aggregate Repair Limit, or otherwise outside the limits of this Guarantee. It remains Your responsibility to meet any Repair Costs in excess of the Single Repair Limit and/or the Aggregate Repair Limit; or

**5.6** Any form of consequential loss or damage including, but not limited to, hydraulicing; or

**5.7** Any depreciation or diminution in the value of the Craft; or

**5.8** Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise relative thereto) of any nature whatsoever suffered by any person, firm or corporation; or

**5.9** Any costs, claim or expense in connection with towing to or from a hoist, lift, dry dock or repair facility; or

**5.10** Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly for which an indemnity is available under the terms of any other insurance, warranty or manufacturer's guarantee.

## **General Requirements**

You must comply with the following requirements in order to enjoy the full benefits of Your Guarantee.

### **1. Duty of care**

- a) You must take and cause to be taken all reasonable steps to avoid loss or damage to the Craft, and You must rectify the cause of any warning light or other hazard indicator as soon as is possible. You will not be able to make a claim if You continue to travel after any Breakdown or incident if this could cause further damage to Your Craft or its Components. You should refer to the Craft (or relevant Component)'s manual, follow its recommendations and head for the nearest port.
- b) Servicing requirements. The Craft and its Components must be serviced by an Argo Nautical Limited service outlet or an Argo Nautical Limited authorised Repairer, in accordance with the manufacturer's schedule recommendation. The interval from the purchase date to the first service and the intervals between services must not exceed the stipulated time or hours of usage by more than 28 days or 8 hours of usage. If any circumstances prevent the service from being carried out at the correct time You must inform Us immediately in writing, by recorded delivery post or by email. If You have details of when the last service was carried out, such as a correctly completed entry in the Servicing Handbook or a previous service invoice, We will base all future servicing interval requirements on the dates shown in such records. You must retain proof of the previous service for Our inspection in the event of a Repair. The Craft and its Components must be serviced in accordance with the manufacturer's specification. If no proof of service is available, We are entitled to refuse the Repair.
- c) Fluids Between services You must ensure that the levels of fluids do not drop below the minimum levels stated in the Servicing Handbook. Before the Craft or its Components will be accepted under the provisions of the Guarantee, the Craft must pass a Survey to make sure that the Components included under this Guarantee are in good condition. This Survey must be agreed by Us.

### **2. Repair procedure**

A detailed Repair procedure is given in this Guarantee, including the requirements which You must comply with in order for any claim on this Guarantee to be valid. Failure to comply with the procedure and the Guarantee requirements may result in non-payment by Us of Your Repair.

For any Repair to be valid for payment under this Guarantee, it must only be carried out by an Argo Nautical Limited t/a Princess Motor Yacht Sales outlet or Our authorised Repairer.

### **3. Fraud**

**You must not act in a fraudulent manner. If You (or anyone acting for You):**

- make a claim, knowing the claim to be false, or fraudulently exaggerated, in any respect, or
- make a statement in support of a claim, knowing the statement to be false in any respect, or
- submit a document in support of a claim, knowing the document to be forged or false in any respect, or
- make a claim in respect of anything caused by Your willful act, or with Your connivance,

**Then We:**

- will not pay for the Repair
- will not pay for any other Repair which has been made or will be made
- will declare the Guarantee void
- will be entitled to recover from You the amount of any Repairs already paid
- will not make any return of monies
- may inform the police of the circumstances

### **4. Law Applicable**

This Guarantee is affected in and is subject to the laws of England and Wales. Any dispute arising out of or in connection with this Guarantee will therefore be subject to the law and jurisdiction of England and Wales and in application this Guarantee you have agreed to the same.

### **5. Third Party Rights**

We and You do not intend that any of the Guarantee terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Guarantee.

### **6. Transfer**

This Guarantee only applies to the Craft and may not be transferred to any other. The Guarantee ends if You sell the Craft unless We approve Your application to transfer the Guarantee to the new private owner. Any transfer is solely at Our discretion. To request a transfer, You must submit Your written application to Us a minimum of 14 days prior to the Craft's sale date and pay to Us a £150 transfer administration fee. We reserve the right to:

- Require an inspection of the Craft as part of Your application to transfer the Guarantee.
- Require full servicing and maintenance records (and other proof as may be required of Your adherence to all the terms and conditions of this Guarantee) as part of Your application to transfer the Guarantee.
- Refuse to transfer the Guarantee.

This Guarantee may only be transferred to a private individual who first agrees to be bound by these Terms and Conditions. You should send the transfer request by recorded delivery to Us, and include the transfer fee, Your Guarantee documents, proof of sale of the Craft and all service documents. Only one transfer is permitted during the Guarantee Period. Transfer can only occur if the Craft has been fully serviced and maintained in accordance with the manufacturer's recommendations and is at Our sole discretion and subject to approval by Us.

This Guarantee ends if You dispose of the Craft.

### **Claims Conditions and How to Make a Claim**

If a Breakdown occurs, please report it to Our claims department using the following procedure. All reports must be made within three working days of the Breakdown.

#### **1.0 Prevent Further Damage**

In the first instance, please prevent any further damage. In the event of Breakdown or operation of a warning hazard light, You will not be able to make a claim if You continue to travel after a breakdown or incident if this could cause additional damage to the Components.

#### **2.0 Contact the Claims Department**

If You consider You have a claim, do not proceed with any repairs until the Claim is authorised by Us.

Please contact Our claims departments at: -

UK:	Mallorca:
Mark Munday Princess Motor Yacht Sales Swanwick Marina Lower Swanwick Southampton, SO31 1ZL Phone: +44 2381 103170 Email: <a href="mailto:mark.munday@princess.co.uk">mark.munday@princess.co.uk</a>	Sara Jones Princess Motor Yacht Sales Polígono Industrial Son Bugadellas C/Alacant 51, 07180 Calvia Santa Ponsa, Mallorca, Spain Phone: +34 971 695437 Email: <a href="mailto:sara.jones@princessmysales.com">sara.jones@princessmysales.com</a>
	Puerto Banus: Nick Case Princess Motor Yacht Sales Calle de Ribera P5 Puerto Jose Banus 29660 Marbella Malaga, Spain Phone: +34 952 818141 Email: <a href="mailto:nick.case@princessmysales.com">nick.case@princessmysales.com</a>

*It is Your responsibility to notify Our claims department of any potential repairs before any Repair is undertaken.*

#### **3. What if the Cause of Breakdown is Uncertain?**

If the cause of the Breakdown is uncertain then investigation, exploratory or dismantling work may be necessary.

- If this reveals that the Breakdown is within the scope of Your Guarantee and the Repair is approved, then We will pay the reasonable associated costs in accordance with the provisions of this Guarantee.
- If an investigation reveals that the Breakdown is not within the scope of Your Guarantee, then You must pay the costs incurred.

- Only You may give permission for investigation, exploratory or dismantling work, and You do so in the knowledge that You will be responsible for the costs incurred if the fault is not within the scope of Your Guarantee.

#### **4. Claims Authorisation**

If the Repair is within the scope of Your Guarantee, a written approval will be given by Us to carry out the Repair and an approval number will be issued to You and the Repairer for an approved Repair Cost, which is the most We will pay for the repair, subject to Your Single Repair Limit and Aggregate Repair Limit. Should You give permission to the Repairer to commence work without previously obtaining approval from Us, You do so in the full knowledge that We will NOT meet Your Repair Costs.

#### **5. Independent Validation of Claims**

At notification of any Repair, or following receipt of the estimate, We reserve the right to:

- instruct an independent engineer to inspect Your Craft before approving any repair, and/or
- inspect any Components which have been removed, together with any original documentation, within one calendar month after any Repair or replacement has been approved or carried out.

You must instruct the authorised Repairer to retain the Components which have suffered Breakdown for one calendar month, to allow inspection by an independent engineer. Failure to do so may invalidate Your claim for Repair reimbursement.

#### **6. Salvage**

We accept no liability for the disposal of Your Craft or any parts of it in any event.

#### **7. Collecting Your Craft**

If upon collecting of Your Craft, You are aware or believe that the Repair is not satisfactory, do not accept Your Craft and advise Us immediately.

We will handle and authorise payment for authorised Repairs, up to the approved Repair Limit. You will be liable for any costs incurred in excess of or outside the scope of this Guarantee.

#### **8. Unauthorised Repairs**

If You have authorised a Repair without first obtaining approval from Us, We will not pay for any of the Repair Costs and any claim made by You for such costs will be rejected.

### **Making Yourself Heard**

We aim to provide You with an exceptional level of service and customer care. However, We do realise that occasionally things can go wrong – and when this happens, We want to hear about it so that We can try to put things right.

Should You need to contact Us, please remember to provide the following information so we can deal with your query quickly and effectively:

- Your name and a contact telephone number.
- Your Guarantee and/or approval number.
- The nature of Your query or complaint.

Should You wish to make a complaint please send a letter together with any supporting materials to:

Mark da Costa,  
Princess Motor Yacht Sales,  
Swanwick Marina,  
Lower Swanwick,  
Southampton,  
SO31 1ZL

We pride ourselves on resolving complaints quickly and effectively.