



Marine Guarantee Programme

Between

Princess International Sales and Service Ltd t/a
Princess Motor Yacht Sales

and

The Customer

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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 is Your Guarantee, which You should keep in a safe place. It shows what You are entitled to and also 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, in order for this Guarantee to be valid, the Craft 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 is not in line with manufacturer specification or has a fault it will not be included under this Guarantee until the fault has been repaired to a satisfactory standard.

The Craft 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.
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 forms part of the Craft's original specification, as defined under the section headed 'What is Included' set out below.

6. **Craft** means only the boat, ship, vessel (or any other description of water craft) as identified on the Schedule, but excluding any outboard or 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 Princess International Sales and Service Ltd 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 Aggregate Repair Limit and the Single Repair Limit.

15. **Servicing Handbook** means the handbook which was issued by the manufacturer with the Craft when new, and which details the servicing and maintenance requirements for the Craft's 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 Princess International Sales and Service 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 specified 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 or transferable.

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 Aggregate Repair Limit and the Single 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 Single 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.

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 is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

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 cover all the Components listed, inspected and passed in the Survey, except for the following sections. For the following sections, only the specified Components are covered under this Guarantee; any Component not specifically listed below will not be included under this Guarantee.

Stern Drive, POD Drive and Inboard Equipment

- ***Engine***

All internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, rod bearings, timing chain, timing gears, rocker arms, cover, valves, valve springs, guides and seats, valve pushrods, lifters, camshaft and bearings, cylinder heads, cylinder barrels, intake manifold, exhaust manifold, flywheel and ring gear, harmonic balancer, oil pan, oil pump, engine mounts, distributor housing, shaft and bearings, oil cooler housing, oil filter housing, turbocharger housing and all internal parts, turbocharger waste gate actuator, seals and gaskets.

- ***On-board Generator***

All parts included in the engine section including head bolts, air intake housing, flywheel housing and front covers.

- ***Lubricating System***

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

- **Cooling System**

Engine water pump (excluding outboard impellers), coolant circulating pump, heat exchangers, seals and gaskets.

- **Fuel System**

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

- **Transmission**

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

- **Shaft Drive**

Bearings and couplings.

- **V-Drive**

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

- **POD Drive**

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

- **Stern Drive/Upper and Lower Units**

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

- **Bow and Stern Thrusters**

Bow and stern thruster unit including hydraulic and/or electric motor. Excluding propeller(s).

- **Steering**

Steering control helm assembly, control rack and pinion and yoke assembly, power steering pump, hydraulic steering head, hydraulic steering lines and control valves, power cylinder assembly, steering wheel and coupling, steering cable, seals and gaskets, steering motors.

- **Controls**

Shift and throttle control cables, ignition switch, neutral start switch, throttle cam lever, electronic control. Joystick steering control system, including helm, flybridge and third station.

- **Electrical**

Alternator, stator, starter, power tilt motor, voltage regulator, regulator rectifier, engine wiring harness, engine terminal blocks, choke solenoid, starter drive, ignition coil, starter solenoid, switch box, ignition module, trigger.

- **Power Trim and Tilt**

Spring sending unit, oil pump, pump relief valve, spring, o-ring, trim cylinder, motor, solenoids, wiring harness, manual release valve, hydraulic pump, reverse lock valve, limit switches, master switches, seals and gaskets, trim-tab assembly.

- **Electronic Fuel Injector Equipment**

Fuel injectors, electronic control modules, throttle position sensor, idle speed solenoid, detonation, knock 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 and fittings, all electronic injection sensors and controls.

Further Component Equipment

- **Air Conditioner Unit**

Compressor, condenser, capacitor, water pump, relay, fans, heat exchanger, evaporator, control panel, thermostat. Water chillers and motors, V.F.D. units.

- **Heating Unit**

Heating elements, control panel, thermostat, excluding diesel fed heaters.

- **Water System**

Water pump, water heater, expansion tank, drain system, sump pump, water maker.

- **Navigation System**

Radar, GPS, GPS Map Receiver, LORAN, Plotter, Loran Antenna, Auto Pilot, VHF Radio, AIS receiver and transceiver.

- **Stereo**

CD Player, CD Changer, amplifier, cassette tape deck, AM/FM tuner. (Factory installed units only).

- **Visual Entertainment**

Television, VHS/DVD player Satellite TV system (KVH TracVision or similar).

- **Communications equipment**

Satellite telephone and broadband (KVH TracPhone or similar).

- **Stabilisers**

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

- **High-Low Bathing Platform and Rear Garage Door**

Hydraulic p.t.o pumps, hydraulic valve, hydraulic ram, control unit and reservoir pack.

- ***Gangway and Passerelle***

Electronic and/or hydraulic motor, gangway and control unit.

- ***Sliding Roof and Powered Bimini/Awning***

Electric and/or hydraulic motor, control unit and associated roof mechanism components.

- ***Anchor Winch***

Winch mechanism.

- ***Wifi Booster***

Wifi router, antenna and booster unit.

- ***On-board Crane***

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

Other benefits

Hoist/Haul-Out Allowance

A Craft hoist/haul-out allowance of up to £1500 is included in the Guarantee in order to effect an approved Repair or Replacement.

Charter

This Guarantee permits Charter of the Craft up to a maximum of 6 weeks Charter per calendar year.

What is Not Included

The items listed under the following headings are NOT included.

1. Wear and Tear, and Worn Out Component(s)

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.

Any Component failure due to wear and tear or mis-use is not included under this Guarantee.

2. Craft:

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

- whose Components, which would ordinarily be eligible under this Guarantee, have been customised or modified in any way differently from the manufacturer's specification, or

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

3. Repair or Replacement Costs of Components:

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

- which were faulty or had suffered a breakdown prior to commencement of the Guarantee and are identified as failed at the time of the Survey, or
- which were not fitted and supplied with the Craft at the time of manufacture – excluding equipment supplied and fitted by an authorised Princess International Sales and Service Ltd outlet or supplied and fitted by the Component manufacturer with authority from Princess International Sales and Service Ltd, or
- 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 or following a recall by the manufacturer, or
- where the damage has been caused by the Craft being piloted with a fault and/or a defect, or
- where the Breakdown was caused by, or occurring due to:-
 - any modification from the manufacturers' specification, or
 - any accessory or equipment not fitted and supplied with the Craft at the time of manufacture – excluding equipment supplied and fitted by an authorised Princess International Sales and Service Ltd outlet, or
 - any experimental equipment whether or not supplied by the manufacturer of the equipment or the Craft.

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

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

- occurring due to the Craft being piloted following the initial failure, or
- 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
- caused by frost, corrosion, contamination, or the freezing of any liquids, or
- 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
- of whatsoever nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, unlawful or negligent on Your part or anyone for whom You are responsible, or
- caused due to bilge pump failure, howsoever arising.

5. Miscellaneous

This Guarantee does not include any of the following:

- Any loss, damage, cost, claim or expense in connection with any Craft due to sinking, submerging or water ingress; or
- Maintenance and/or fine tuning where no parts have actually broken or failed; or

- 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 unless replacement is necessary following the Breakdown of a Component which forms part of a valid repair; or
- 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
- Any form of consequential loss or damage including, but not limited to, hydraulicing; or
- Any depreciation or diminution in the value of the Craft; or
- 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
- Any costs, claim or expense in connection with towing to or from a hoist, lift, dry dock or repair facility; or
- 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 Conditions

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 relevant Component(s) manual, follow its recommendations and head for the nearest port.

b) Servicing requirements

The Craft must be serviced by a Princess International Sales and Service Ltd service outlet or a Princess International Sales and Service Ltd authorised repairer, as per 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 must be serviced in accordance 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 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.

In order for any Repair to be valid for payment under this Guarantee, it must only be carried out by a Princess International Sales and Service Ltd outlet or 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 wilful 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 effected 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 by purchasing 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.

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 should be made within three working days of the Breakdown.

1. 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. Please contact Our claims departments at-

Swanwick:	Mallorca:
Richard Baker or Dave Bristow Princess Motor Yacht Sales Swanwick Marina Lower Swanwick Southampton, SO31 1ZL Phone: +44 2381 103170 Email: marineguarantee.southampton@princess.co.uk	Simon Birchall Princess Motor Yacht Sales Poligono Industrial Son Bugadellas C/Alacant 51, 07180 Calvia Santa Ponsa, Mallorca, Spain Phone: +34 971 695437 Email: Simon.Birchall@princess.co.uk
Plymouth:	Puerto Banus:
Shaun Gates Princess Motor Yachts Sales Turnchapel Wharf Barton Road Turnchapel Plymouth, PL9 9RQ Phone: +44 1752 393317 Email: marineguarantee.plymouth@princess.co.uk	Nick Case Princess Motor Yacht Sales Calle de Ribera P5 Puerto Jose Banus 29660 Marbella Malaga, Spain Phone: +34 952 818141 Email: nick.case@princessmysales.com

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, 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. 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.

8. Payment

a) Repairs

Princess International Sales and Service Ltd. 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.

b) 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, and
- 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 Ltd,
Swanwick Marina,
Lower Swanwick,
Southampton,
SO31 1ZL

We pride ourselves on resolving the majority of complaints quickly and effectively.