



PRODUCT INFORMATION AND LIMITED WARRANTY

Since 1971, Miami Prestige Interiors (“MPI”) has been dedicated to producing high-quality marine upholstered parts and accessories. To that end, we only source the best components available in the market for our finished goods, including:

- Marine vinyl and acrylics that exceed industry standards and have undergone rigorous laboratory testing.
- Closed-cell and/or large-cell (quick-dry) antimicrobial foams.
- PTFE sewing thread on top stitching.
- Aluminum and stainless steel fasteners and parts.
- PVC and polyethylene plastic rigid substrates.

We combine these top-quality materials with time-tested quality workmanship and cutting-edge manufacturing techniques to battle the fierce opponents in the typical environment where our products are used most: heat and humidity. Specific design considerations are given to the flow or runoff of water. Vents are incorporated to allow water (or vapor) to escape in the event it penetrates the surface.

Avoiding Mold and Stains

Although there can be other causes for stains, most occurrences are the result of environmental microorganisms that naturally exist in our atmosphere and are highly prevalent in marine environments. While the premium vinyl utilized by MPI is treated to resist the growth of microorganisms (i.e., to prevent the vinyl itself from acting as a food source to the microorganism), staining, pinking, and fungal growth often result from a failure to properly clean and maintain the upholstery.

Mandatory Maintenance Rule: After each use or prolonged exposure to the elements, the upholstery must be cleaned with a soft brush and warm soapy water, followed by a thorough rinse with clean fresh water.

The likelihood of permanent environmental staining, mold, and mildew is significantly accelerated if the vessel is stored without proper ventilation (e.g., a hot, unventilated warehouse, enclosed storage unit) or if a full-boat cover is fastened while the upholstery is still damp, creating an enclosed environment where fungi thrive. **Compliance with these ventilation, drying, and cleaning standards is strictly required to maintain warranty coverage. Damage, staining, mold, or mildew resulting from improper storage, trapped moisture, or neglected maintenance is explicitly excluded from this Limited Warranty.**



LIMITED WARRANTY FOR VESSEL MANUFACTURERS

LIMITED WARRANTY FOR VESSEL MANUFACTURERS (“Limited Warranty”)
EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN, MPI MAKES NO WARRANTIES WHATEVER, EXPRESS OR IMPLIED. MPI EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND CONSUMER USERS ACKNOWLEDGE THAT THE GOODS ARE PURCHASED 'AS IS' AND WITH ALL FAULTS EXCEPT AS EXPLICITLY PROVIDED HEREIN.

THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT AS PROVIDED UNDER THIS POLICY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND MPI'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY. IN NO EVENT SHALL MPI'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE PRODUCT.

MPI SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR REMEDIES NOT SPECIFICALLY SET FORTH IN THIS WARRANTY. TO THE EXTENT THAT ANY APPLICABLE LAW PROHIBITS THE COMPLETE DISCLAIMER OF IMPLIED WARRANTIES, ANY SUCH IMPLIED WARRANTIES (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE STRICTLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PERIOD SET FORTH HEREIN.

Period of Coverage

The Limited Warranty Coverage Period remains in force for **twelve (12) months** from delivery date of the pieces to its original purchaser.

Non-Transferable

The Limited Warranty only extends coverage to the original purchaser. The Limited Warranty is non-transferable to any subsequent purchasers after the original purchaser.

Covered Items

MPI warrants its finished products to be free of **defects in material and structural workmanship under normal and reasonable consumer use conditions** for the duration of the Coverage Period. Defects caused by improper use, environmental loading, or lack of care are strictly excluded. Covered workmanship items include split seams, loose top-stitching, and unfastened stapled areas. If a material component used as part of the product is proven to be defective, the raw material's manufacturer warranty will take effect.

Exclusions

IN NO EVENT SHALL MPI BE LIABLE TO ANY RETAIL CUSTOMER, DISTRIBUTOR, MANUFACTURER, OR OTHER THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS, LOST PROFITS, BOAT DOCKAGE OR TOWING FEES, TRAVEL EXPENSES, PERSONAL INJURY, OR PROPERTY DAMAGE, ARISING DIRECTLY OR INDIRECTLY FROM THE USE, INCORRECT CARE, INSTALLATION, OR FAILURE OF MPI PRODUCTS.

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The Limited Warranty does not cover the following circumstances:

- Any part which has been damaged due to misuse, abuse, or accident such as, but not limited to: normal wear and tear, climatic conditions, neglect, modification, lack of proper maintenance, application of improper cleaning agents, harsh chemicals, suntan lotions, or any external source resulting in stains or damage to vinyl, fire or other casualty damage, improper or unauthorized repair performed by a third party, and acts of God.
- Direct, incidental, or consequential damages, costs, or expenses, including but not limited to loss of time, inconvenience, rental charges, travel expenses, loss of use, dockage fees, towing and storage charges, charges for removal and reinstallation of covered parts, and costs of transportation to the repair facility.
- Injury or damage to persons or property resulting from information provided by a third party if erroneous or not approved in advance and in writing by MPI.

The Limited Warranty is **void** if any alterations, modifications, or re-upholstery steps have been made to the original product delivered by MPI.

Filing Warranty Claims

All workmanship or material defect claims must be reported to MPI in writing within thirty (30) days of the date the defect was first discovered or reasonably should have been discovered.

Faulty Workmanship Claims:

Provide written notice via email to **info@miamiprestige.com**. The message must contain the following information in order to process the claim:

1. Detailed description of the workmanship issue.
2. Clear digital pictures of the affected areas.
3. Dated proof of purchase of parts from MPI.
4. Dated proof of purchase of the vessel by the retail purchaser.

Once the claim is validated, MPI will schedule a date to receive the parts. At MPI's option, MPI will either repair or replace the part at no charge for labor or materials. The Customer remains strictly liable for all related inbound and outbound shipping, freight, and transportation costs. MPI will complete this work within a reasonable timeline.

Proven Defective Material Claims:

Provide written notice via email to **info@miamiprestige.com**. The message must contain the following information:

1. A signed acknowledgment confirming that proper storage and maintenance steps were followed explicitly.
2. A detailed description of the material performance problem.
3. High-resolution digital photos of the affected material sections.
4. Dated proof of purchase of components from MPI.
5. Dated proof of purchase of the vessel by the retail purchaser.

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At MPI's option, MPI will either repair, reupholster, or replace the affected part(s). Labor costs reimbursed or funded under this material warranty are strictly capped at a maximum of \$35.00 per linear yard of vinyl used per claim. The Customer is solely liable for the remaining balance of labor and material costs not covered by the raw material manufacturer's pass-through warranty.

MPI will complete this work within a reasonable time, up to a maximum of 30 days from the date the parts are received at our chosen facility.

Dispute Resolution and Venue

Pre-Suit Mediation & Venue

To the extent permitted by law, the exclusive venue for any dispute, claim, or legal procedure arising under or relating to this Limited Warranty shall lie solely in **Miami-Dade County, Florida**, and Florida law shall govern all interpretation and construction parameters. Prior to initiating any formal lawsuit or binding actions, the parties agree to participate in a formal, pre-suit mediation process in Miami, Florida.

Waiver of Jury Trial

THE PURCHASER AND MPI IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, LAWSUIT, COUNTERCLAIM, OR LITIGATION PROCEEDING ARISING OUT OF OR RELATING TO THE PRODUCTS, FINISHED WORKMANSHIP, SUBSTRATES, OR ACCIDENT ALLEGATIONS INVOLVING MPI **COMPONENTRY**.