

Limited Warranty
Against Pink Staining for
Tidal Wave[™] Marine Upholstery
Products

This Limited Warranty sets forth the exclusive terms and conditions covering pink staining related issues arising in connection with OMNOVA Solutions' *Tidal Wave* Marine Upholstery Products (the "Product"). Subject to the terms and conditions set forth herein, OMNOVA warrants that the Product will not exhibit Pink Staining, as defined below, during the term of this warranty. "Pink Staining" means the indelible pink staining of the Product, caused by the metabolic process of microorganisms, but does not cover staining from direct contact of the top side of the Product with a staining agent unless the staining agent originated from the Product itself or migrated through the underside of the Product.

The length of this warranty is for a period of time equal to, in the case of a boat builder, three (3) years from the date a vessel in production is assigned a VIN number; or in the case of a distributor, for two (2) years after a sale of Product to an aftermarket customer. In all cases, this Warranty is null and void if assignment of the VIN number or sale to the aftermarket customer takes place more than one (1) year after the date of sale of the Product by OMNOVA. This Warranty applies to OMNOVA's direct customer, extends to the original boat manufacturer or aftermarket customer and is not otherwise transferable without the express written consent of OMNOVA.

This warranty does not cover any problems associated with conditions or handling, outside of OMNOVA's reasonable control.

If the Product fails to conform to this warranty, we will replace defective Product and pay competitive labor rates for the re-upholstery of the seat and/or trim, with a limit of forty dollars (\$40) per linear yard of Product. EXCEPT AS EXPRESSLY PROVIDED ABOVE ANY LABOR AND ALL OTHER EXPENSES RELATING TO REPAIR OR REINSTALLATION OF THE PRODUCT ARE EXPRESSLY EXCLUDED. You must make all claims within the warranty period. Notice of a claim should be sent in writing to OMNOVA Solutions Inc., 133 Yorkville Road East, Columbus, MS 39702 attention: Claims Manager. OMNOVA must be given a reasonable opportunity to inspect the Product claimed to be defective. You will need to provide us with information relating to your claim (including, but not limited to: date of assignment of the vessel identification number (VIN), sufficient documentation connecting the VIN with the Product production order number (PON), date of aftermarket sale, if applicable, and date of Product purchase) along with samples of the affected product and cushions as requested by OMNOVA.

This is the entire warranty provided by OMNOVA for the Product with respect to pink staining, and no terms or conditions other than those stated herein, whether oral or written, shall be binding on OMNOVA unless made in writing and signed by an authorized officer of OMNOVA. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED, OR IF REQUIRED BY LAW, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN. YOUR REMEDY FOR DEFECTIVE OR NON-CONFORMING PRODUCT IS FULLY DESCRIBED IN THE "REMEDY" SECTION ABOVE. YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.