

**MIDNIGHT EXPRESS POWER BOATS, INC.
LIMITED WARRANTY**

(Effective as of May 1st, 2006)

1. Limited Warranty

Midnight Express Power Boats, Inc. ("Midnight Express") provides the following warranty to the original retail buyer (the "Buyer") of each boat manufactured by Midnight Express, *provided* that the Buyer shall register this limited warranty (the "Warranty") with Midnight Express by signing and submitting to Midnight Express the attached Warranty Card within 30 days after the delivery of the boat:

- (a) 1-Year Limited Hull Warranty. For one year from the date of delivery to the Buyer, each new fiberglass hull manufactured by Midnight Express shall be free from structural defects due to material or workmanship under normal non-commercial use.
- (b) 1-Year Limited Components Warranty. For one year from the date of delivery to the Buyer, all boat components manufactured by Midnight Express shall be free from defects due to material or workmanship under normal non-commercial use.

2. Exclusions

This Warranty does not cover and does not extend to any of the following:

- (a) hull or component failure caused by normal wear and tear, climatic conditions, misuse, abuse, neglect, lack of proper maintenance, accident, fire or other casualty damage, racing, overloading, negligence, modification, improper storage or commercial, charter or military use;
- (b) others than the Buyer;
- (c) windshield leakage or breakage;
- (d) repaired or replacement components not installed by Midnight Express;
- (e) fading, calking, blistering or cracking of any varnish, gel coat, paint, anti-fouling coating or metallic finish;
- (f) tears, cracking, fading, discoloration or mildewing of curtains, cushions, top, headlines or other fabric or upholstered items;
- (g) cost of removal or reinstallation of any component (including components manufactured by Midnight Express), or disassembly and reassembly of the unit containing the component;
- (h) speed, weight, fuel consumption and other performance characteristics of the boat. ANY ORAL STATEMENT OR PRINTED ADVERTISING REGARDING ANY PERFORMANCE CHARACTERISTIC OF THE BOAT OR ITS COMPONENTS SHALL BE CONSIDERED AN ESTIMATE ONLY AND SHALL NOT BE RELIED UPON AS EXPRESS WARRANTY OR AS A BASIS OF THE BARGAIN FOR THE BOAT OR ITS COMPONENTS;
- (i) electrolysis, galvanic corrosion, crevice corrosion or any deterioration of underwater components; and
- (j) components not manufactured by Midnight Express, whether or not warranted by the other manufacturers, even if installed by Midnight Express, including, without limitation, engines, propellers, generator sets, controls, hydraulics, electronics, batteries, appliances and air conditioning. Any and all warranties provided to Midnight Express by components manufacturers shall be passed on to the Buyer to the extent such transfer is permitted by the manufacturers or required by applicable state law.

3. Limitations

THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MIDNIGHT EXPRESS'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY. Midnight Express's obligation under this Warranty is limited to the repair or replacement (at Midnight Express's sole election) of any covered item found to be defective, when delivered by the Buyer pursuant to written authorization and instructions from Midnight Express, round-trip transportation prepaid by the Buyer, to Midnight Express's manufacturing plant or other designated repair facility. Repaired or replaced items are warranted as provided herein for the unexpired portion of the applicable warranty period.

THIS LIMITED WARRANTY, INCLUDING THE RIGHTS AND REMEDIES HEREUNDER, IS EXCLUSIVE AND IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE BUYER'S REMEDIES SHALL BE LIMITED AS STATED HEREIN AND MIDNIGHT EXPRESS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOSSES RESULTING FROM ANY DEFECTS.

THIS LIMITED WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS. THE BUYER MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. IF IMPLIED WARRANTIES ARE FOUND TO EXIST UNDER THE LAW OF A PARTICULAR STATE NOTWITHSTANDING THE EXCLUSION CONTAINED HEREIN, THE DURATION OF ANY SUCH WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY STATED HEREIN.

NO PERSON OR ENTITY OTHER THAN MIDNIGHT EXPRESS IS AUTHORIZED TO AMEND OR MODIFY THIS LIMITED WARRANTY IN ANY MANNER.

4. Pre-Delivery Examination

The Buyer represents to Midnight Express that the Buyer has examined the boat and all its component parts, accessories and equipment to the Buyer's full satisfaction prior to accepting delivery of the boat from Midnight Express, or, in the alternative, has been given full opportunity to do so and has declined.

5. Miscellaneous

Midnight Express reserves the right to make changes in the design and construction of its products at any time, without notice and without any obligation to incorporate such changes into products of prior manufacture. This Warranty applies to new boats manufactured by

Midnight Express, except as such Warranty may be transferred to a subsequent owner or owners as provided herein. This Warranty contains the entire agreement between Midnight Express and the Buyer and supersedes any and all prior agreements, discussions, negotiations, commitments and representations, whether oral or written, between them regarding Midnight Express's warranty. If any provision of this Warranty, or the application thereof, is determined to be invalid or unenforceable for any reason, the remainder of this Warranty and the application thereof shall not be affected.

All communications and notices from the Buyer regarding this Warranty must be sent to:

Midnight Express Power Boats, Inc.
Warranty Department
4720 NW 15th Ave. Unit C
Fort Lauderdale, FL 33309
Telephone: (954) 928-0280

6. Acknowledgment of Limited Warranty

By signing the attached Warranty Card, the Buyer (or each Buyer, if more than one) agrees that he, she or it has read this Warranty in its entirety and understands and accepts its terms and conditions. The Buyer (or each of them) acknowledges receipt of a copy of this Warranty at the time of sale.

WARRANTY CARD

By signing below, the undersigned Buyer acknowledges having received a copy of, and read and fully understood and accepted the terms and conditions of, the limited warranty effective as of May 1st, 2006, provided by Midnight Express Power Boats, Inc.

BUYER:

Name: _____

Address: _____

Telephone: _____

Date: _____