

2015 DEALER MANUAL



Tartan Marine Company 1920 Fairport Nursery Rd. Fairport Harbor, Ohio 44077 Phone, Main Office: (440) 392-2628 FAX, Main Office; (888) 266-9070

Contents

1.0 Company Contacts – Page 3
2.0 Order Procedure – Page 4
3.0 Payment Policy-Yachts-Parts – Page 6
4.0 Yacht Transportation – Page 7
5.0 Boat Show and Special Event Policy – Page 8
6.0 Customer Satisfaction Program – Page 12
7.0 Warranty Registration and Procedure – Page 13
9.0 Photos, Logos and Other Items – Page 15



1.0 Company Contacts

Steve Malbasa, Owner smalbasa@tartanyachts.com

Stephanie Malbasa, Owner Stephanie@tartanyachts.com

Tom McNeill, Engineering and Operations Manager <u>tmcneill@tartanyachts.com</u> Extension 5111

Philip Hughes-Parry, VP Sales and Service Tartan Yachts <u>phparry@tartanyachts.com</u> Extension 0420

> Julie Snyder, Accounting jsnyder@tartanyachts.com Extension 5124

Rick Lannoch, Engineering rickl@tartanyachts.com Extension 5148

Art Averell, Parts and Aftermarket Parts Sales aaverell@tartanyachts.com Extension 5104

> Sam Ansbro, Materials Manager sansbro@tartanyachts.com Extension 5156

Chris Shainoff, Quality Assurance <u>cshainoff@tartanyachts.com</u> Extension 2480



2.0 Order Procedure

Following the procedures below will minimize errors or omissions in your order;

- 1. You may email or fax your order to us, but it must be in writing. Verbal orders, whether over the phone or in person, will not be accepted.
- 2. Order forms for all Tartan Yachts are available either on the Dealer Only section at http://www.tartan.com/dealers website or may be downloaded for your use.
 - a. "Cover" tab includes all dealer information as well as customer information for retail orders.
 - b. "Tartan (Model) Order Form" tab includes all standard options and color selections.
 Indicating a 1 in the box to the right of the option will include that option in the specification and final option pricing.
 - c. "Custom Requests", use this section to include any custom options that you are requesting, custom options are reviewed by our sales, operations and engineering staff for final approval and pricing. In an effort to help facilitate all sales we make every effort to accommodate custom requests, however some may be beyond the scope of our manufacturing procedures.
 - d. "Change Order Requests", use this section to submit requests for modification to the original order. Change requests made after the start of a boat, if accepted; usually incur an additional charge, beyond that of the standard listed option price. In some instances, change requests may be accepted; however the modification may not occur until the end of the yacht's construction. In cases such as this, the final payment for the yacht shall occur at the end of the yacht's normal completion, less the addition of the requested change. Accepted changes, may require additional deposits and/or modifications to progress payment schedules.
 - e. "Process payment Schedule" defines the payment values required and at what point along the build process this is needed. It is automatically updated by the values that have been added within the previous tabs. When an order is confirmed these payments will be applied to the production schedule and a factory sales representative will contact you regarding the expected dates for these payments.
 - f. "Order Confirmation", the information on this tab is automatically filled by the information given in the previous tabs. It includes; dealer and customer information, basic yacht specifications, options pricing, base boat pricing, final retail pricing and wholesale pricing and the required deposit schedule. This page should be printed, signed, scanned and sent to <u>phparry@tartanyachts.com</u> for processing. Once the order is approved and the appropriate deposit has been received the order will be countersigned and returned to the dealer. Note; subsequent required deposits and/or progress payments will be invoiced as they become due.



- 3. Orders for yachts that are greater than 6 months from completion;
 - a. Production slot reservations for yacht completions greater than 6 months from the date of the order can be reserved by making a non-refundable \$5,000 production slot reservation.
 - b. Once received a production slot reservation order will be completed, reflecting the \$5,000 deposit. The specifications will remain open until the order is finalized, but not later than 6 months from the projected completion date of the reserved production slot. The production slot reservation should be scanned, signed and returned to phparry@tartanyachts.com for processing.
 - c. At the 6 month milestone, the planned production schedule for the yacht will be provided, a hull number assigned and the full "Hull reservation" deposit less the \$5,000 slot reservation is due.
- 4. A final invoice for the yacht, along with the title documents (including a Master Carpenter's Certificate and a Manufacturer's Statement of Origin, plus CE Documents as needed will be delivered to the dealer when final payment has been received. If a dealer's or a retail buyer's lending institution requires, copies of the title documents will be supplied as soon as they are available.
- 5. Pricing policy
 - a. Pricing for a confirmed and "Hull Reservation" deposited order is locked in when the order is confirmed.
 - b. Pricing for production slot reservations may be locked at the time of the reservation. These will be reviewed on a case by case basis. For example if the production slot reservation is for a position greater than 9 months and there is a model year change in the interim, it may be subject to the next model year pricing.
 - c. Dealer pricing is based on the current, published retail pricing less the Dealer trade discount included in "Addendum A" of the Dealer Agreement.



3.0 Payment Policy



Yachts

- 1. Dealer Inventory/Retail orders;
 - a. Deposit schedule liner boats (Fantail, 101, 115, 3400, 3700, 4300)
 - i. 5% Hull Reservation Deposit, due with order
 - ii. 40% Construction Deposit, due 30 days prior to start of lamination
 - iii. 25% Hull and Deck Moldings complete
 - iv. 25% Interior superstructure complete (commonly referred to as 75% complete)
 - v. 5% Balance due, 5 days prior to factory completion, (some late specification changes may require that the balance is due when the boat is complete, less the late changes/modifications.
 - b. Deposit schedule on stick built boats (4000, 4700, 5300)
 - i. 5% Hull Reservation Deposit, due with order
 - ii. 30% Construction Deposit, due 30 days prior to start of lamination
 - iii. 30% Hull and Deck Moldings complete
 - iv. 30% Interior superstructure complete (commonly referred to as 75% complete)
 - v. 5% Balance due, 5 days prior to factory completion, (some late specification changes may require that the balance is due when the boat is complete, less the late changes/modifications.

Parts

1. Parts orders must be pre-paid before shipping.



4.0 Yacht Transportation

- 1. In any and all sales of Tartan Yachts by the Dealer, the Company shall be authorized to ship the Yacht by commercial carrier F.O.B. the factory and shall not be required to deliver the Yacht at a destination other than the Dealer's place of business or a designated local boat yard in the Dealer's locale. Risk of loss shall pass to the Dealer when the Yacht is duly delivered to the carrier. The Company shall not be responsible for any delays or damages in shipment, and the carrier is declared to be an agent of the Dealer. Upon delivery of the Tartan Yacht to the carrier, a clear bill of lading or express receipt shall serve as conclusive evidence of the good condition of the Yacht at time of shipment. Note that damage to hulls, decks and/or rub rails may occur during shipping. It is the dealer's responsibility to carefully inspect the yacht before accepting delivery and to note any damage on the Bill of Lading. Once a dealer accepts delivery, the dealer has no recourse with the shipper to recover damages.
- 2. Loading at the Factory is provided at no charge to the Dealer. All freight charges and offloading charges at the point of destination are the responsibilities of the Dealer.
- 3. A signed and completed "Condition Report", including any backorders not noted on the yachts packing list, must be returned to the factory within 14 days of taking delivery of a new yacht shipment. Failure to do so could jeopardize claims for missing or damaged items.





5.0 Boat Show and Special Event Policy

Boat shows remain the number one way that our buyers indicate that they find out about our product. Tartan believes strongly in boat shows and encourages all dealers to participate in the boat shows in their market as well as Regional or National Shows that have multiple dealers in attendance.

Single Dealer, "Local" Boat Shows;

Dealers that display NEW, available for sale, current model product at a local show in their market are to be reimbursed up to 25% of the allotted space occupied by a Tartan Yacht. For example, if you display two thirty two foot boats, one Tartan Yacht and one Brand "X", you will be reimbursed for 25% of the space cost for the portion of your display occupied by the Tartan Yacht. Tartan will also support local shows with internet marketing and provide any digital marketing materials that might be required for local printing. Dealers are encouraged to produce a marketing plan well in advance of any planned show participation and contact the factory (phparry@tartanyachts.com) to discuss the collaborative efforts that can be made to make the show a success for both the dealer and the brand. In order to earn reimbursement for local show product placement;

- 1. A minimum of 60 days before the show submit a "Boat Show Co-op Request Form" for authorization. A sample form is included with this manual; it is also available online at the Dealers Only section of the Tartan yachts website.
- 2. After the show, send a copy of the show space invoice, a photo of the Tartan Yacht in the display and the final requested reimbursement amount

Regional or National Shows with multiple dealers in attendance;

Some shows involve multiple dealers providing Tartan products for display and multiple dealers staffing the display. Typically, Tartan will collect the contact information at these shows and distribute the contact information to each dealer based on where the customer lives or where he uses his boat. Costs for these shows are shared by Tartan and the attending dealers. These costs include, but are not limited to the following; boat transport costs, show space costs, boat cleaning costs during the show and boat show display items. Costs that are specifically not included are the travel expenses of Tartan staff or the Dealers in attendance or their staff before, during and after the show. Dealers from other regions that do not have product on display may be invited to participate in staffing the show, and they may be charged a fee for participation. Generally, the fee is based on actual or expected lead generation from the locale of the "out of territory" dealer that results from their participation at the show. We expect all dealers in attendance to adhere to Tartans' belief that the best experience for our mutual customers is made possible by purchasing their yacht from the dealer that is nearest where they will be using their boat.



Boat Show Promotions;

From time to time, Tartan yachts, in conjunction with its dealers may offer special boat show incentives. Generally our approach to these promotions is to share the cost of the promotion with the dealer in order to make the incentive as attractive as possible for a retail buyer. These promotions are typically time sensitive and are aimed at a call to action incentivizing the purchase at a show or for a fixed period of time after a show. As these are joint promotions, pre-show planning between the company and the dealer is critical.

Special Events;

Open house events, Owner Rendezvous', seminars etc...can be very effective promotions for Tartan Yachts. Tartan yachts will support such events on a per case basis. Support may be a co-op monetary contribution, door prize/give away contributions, and dealer/factory sponsored buying incentives are some of the available ways that Tartan yachts will contribute to the success of such events. Corporate personnel may also be available to support the dealer at special events. The attached "Special Event" form must be submitted 60 prior to an event for consideration and approval.





BOAT SHOW CO-OP REQUEST FORM

DEALER NAME:
ADDRESS:
PHONE:
CONTACT:
SHOW ATTENDING:
SHOW DATES:
Tartan Yachts PRODUCT
ON DISPLAY:
Total Cost of Space:
Amount Requested:
(Tartan Yachts will pay 25% of space occupied by Tartan Yachts product)
Supplies/Services Requested:
Banners
Staffing
E Marketing
Requested by:
<i>Note:</i> Requests must be submitted to Philip Hughes-Parry (<u>phparry@tartanyachts.com</u>) AND Julie
Snyder <u>isnyder@tartanyachts.com</u> , Accounting 60 days prior to show dates. Copy of paid show contract
and photo shall be required following the show in order for cost to be reimbursed.

Approved:	Date:
Approved:	Date:



DEALER SPECIAL EVENT/PROMOTION APPROVAL FORM

DEALER NAME: ADDRESS:							
PHONE: CONTACT:							
SUPPORT REQU	ESTED:			-			
TOTAL COST:							
Requested By:			-				
NOTE : Requests must be submitted to Philip Hughes-Parry (<u>phparry@tartanyachts.com</u>) AND Julie Snyder <u>isnyder@tartanyachts.com</u> ,Accounting, 60 days prior to special event.							
Approved:			Date:				
Approved:			Date:				



6.0 Customer Satisfaction Program

The long term satisfaction of our mutual customer with their new Tartan yacht is our primary goal. Tartan yachts surveys their new boat buyers twice during the first 12 months of ownership.

The first survey is a questionnaire that is included with the Owner's Manual. This questionnaire asks for feedback on the purchase and sales process, and the yacht's commissioning, along with some demographics about the new owner, including those things that were most important in their buying decision.

The second questionnaire from the factory deals more with the yacht itself; now that the owner has used the yacht for at least a season, we want to know how well the design, construction and systems have performed. This feedback is extremely helpful as we make future choices for our own construction techniques as well as decisions relative to suppliers that we use in the manufacture of our yachts. We also provide an opportunity to give feedback on those features that have proved to be most beneficial to the owner as well as encourage their input on things that they would like to see in future boats.

These questionnaires offer a great opportunity for the new owner to grade the dealer's performance as well as the factory's and gives us both an opportunity to improve our products and service.





7.0 Warranty Registration and Warranty Claim Procedure

Warranty Registration;

There are two different documents that need to be completed and submitted to the Company to properly complete the new owner warranty registration. The Dealer needs to complete the "Commissioning Report" and along with the new owner, return a signed copy (by both the dealer and the new owner) to the Company. This document, along with the completed and signed "Warranty Registration Card" completes the warranty registration process for the yacht.

The responsibility to return the signed and completed "Warranty Registration Card" lies with the buyer, but we recommend that the dealer include this paperwork with the closing documents, and the completed "Warranty Registration Card" should be returned within 10 days after the sale is completed . Completion and the return of the "Commissioning Report" is the dealer's responsibility and should promptly follow the launch and commissioning of the yacht.

Warranty Claim Procedure;

In order to enhance and expedite the warranty process, Tartan yachts requests that the dealer and/or owner comply with the following procedures:

Warranty claims shall be presented only to the Tartan yachts Warranty & Service Department which is presently located at Tartan Marine Company, LLC. 1920 Fairport Nursery Rd, Fairport Harbor, Ohio 44077. All Claims are to submitted by email to: <u>Warranty@tartanyachts.com</u> and are to include:

- 1. Detailed photos of the part or failure that has occurred; and,
- 2. A Written account, including estimates for repair as applicable

All warranty claims must receive a written authorization from Tartan Marine Company before any replacement or repair work is permitted to be performed. No cost for any replacement or repair work performed before or without Tartan Marine Company's written authorization will be recognized for payment. Tartan Marine Company shall have the right to inspect the yacht, part or component, including the removal of a core sample of laminate, to determine the validity of the claim and/or nature or root cause of the alleged defect.



All information requested by Tartan Maine Company shall be provided by the dealer or owner on a timely basis, including but not limited to, visual images of the alleged defect of the Tartan yacht

Yacht, part or component, quotations or estimates of replacement or repair costs, and information relating to the nature and/or root cause of the alleged defect.

Tartan Maine Company shall select the yard or contractor to perform the replacement or repair work and the parts, components or materials to be used in performing the replacement or repair work. All charges for authorized warranty replacement or repair work shall be submitted to Tartan Maine Company within thirty (30) days of the performance of the replacement or repair work on forms provided by Tartan Marine Company.

In the event Tartan Marine Company approves a warranty claim under the Structural Warranty or the Blister Warranty of this Limited Warranty, Tartan Marine Company shall have the right, but not the obligation, in its sole discretion, to purchase the Tartan Yacht from the owner for the market price.

The Tartan Marine Company Warranty & Service Department has the exclusive authority to approve or deny a warranty claim. No Tartan Dealer has the authority to approve or deny a warranty claim and no statement by any Tartan Dealer regarding a warranty claim will bind Tartan Marine Company with regard to that warranty claim.

Some components may need to be returned to Tartan yachts or the component manufacturer for full credit on your warranty claim. Be sure to follow the instructions on your authorization carefully to avoid delays in reimbursement.

We believe that our dealers are best equipped to service Tartan yachts, therefore; the Tartan warranty is transferrable, so long as the Tartan yacht is listed for sale with, or accepted as trade-in by an existing, authorized Dealer or Representative of Tartan Marine Company.

Inventory Maintenance;

It is the responsibility of each dealer to properly maintain their inventory of Tartan yachts. This means not only keeping the yacht clean, exterior properly finished, interior nicely decorated and lines and fenders all looking "boat show ready", but also adhering to service intervals on all shipboard equipment. Particular attention must be paid to the diesel engine and generator as service intervals are critical in keeping the warranty intact for the retail buyer. Dealers who exceed recommended service intervals may be held responsible for warranty issues.



8.0 Photos, Logos, Advertising and Other Items

The Dealer only section of the Tartan website provides access to hi-res photography, logos and other artwork for the Dealer's use in locally promoting Tartan Yachts. Dealers, and/or their ad agencies, graphic artists and web site producers may make free use of any of these materials to promote our brand. Any other uses require the written approval of Tartan Marine Company. We encourage all dealers to actively advertise and promote their Tartan products in their individual markets. Co-op support may be available from time to time to assist with these efforts. Advertising may include newspaper, local boating publications, radio, TV or other electronic media. National and internet advertising is also allowed, but "Discounted" pricing is greatly discouraged. Inquiries from prospects outside your marketing area should be referred to the factory and/or the dealer nearest the prospect's intended boating area. Additionally, this section of the website includes order forms and other forms used to communicate effectively with the company.

