

HINCKLEY SPORT BOATS

LIMITED WARRANTY

WARRANTY COVERAGE:

The Talaria Company, LLC d/b/a The Hinckley Company (“Hinckley”) hereby warrants to the original Buyer of the Boat, subject to the exclusions, limitations and conditions set forth below, that each of the (a) hull and deck structure (b) components and parts which are not covered by a third party manufacturer’s warranty and (c) components and parts manufactured by Hinckley, will be free from defects due to substandard material or workmanship under conditions of normal recreational consumer use and service.

DURATION OF THE WARRANTY:

The warranty on the hull and deck structure shall be in force and effect for as long as the original Buyer owns the Boat, subject to transfers to a subsequent purchaser as described below under “Warranty Assignment.” The warranty on (i) components and parts which are not covered by a third party manufacturer’s warranty and (ii) components and parts manufactured by Hinckley shall commence on the Warranty Commencement Date and expire on the second anniversary thereof.

WARRANTY CONDITIONS, EXCLUSIONS AND LIMITATIONS:

The following exclusions, limitations and conditions hereby apply to this warranty and qualify this warranty in its entirety:

(A) In order to maintain coverage under this warranty, the Boat must be properly maintained and repaired in accordance with Hinckley’s recommended maintenance program, on an annual basis, as prescribed by Hinckley. Hinckley strongly advises that all recommended repair and maintenance be performed by Hinckley or an authorized Hinckley Service Yard.

FAILURE TO PROPERLY MAINTAIN AND REPAIR THE BOAT, AS DETERMINED BY HINCKLEY, WILL AUTOMATICALLY RESULT IN THE FOLLOWING WARRANTY COVERAGE CHANGE:

- (i) The length of the lifetime warranty on the hull and deck shall convert to a five year warranty, so that it expires on the fifth anniversary of the date of delivery of the Boat to the original Buyer.

(B) This warranty specifically excludes, and Hinckley hereby does not warrant, any item incorporated into the Boat which was manufactured by a third party and covered by a manufacturer’s warranty (such as engine(s), generator(s), batteries, electronic equipment, navigational equipment, toilet(s), pumps and accessories). Hinckley will use reasonable efforts to provide to the original Buyer the benefit of any applicable third party warranty in order to facilitate any claim by the original Buyer under such warranty.

(C) Expenses for hauling out, launching, and transportation of the Boat to and from Hinckley's Service Yard are the sole responsibility of the boat owner. Expenses for the owner's transportation to and from the Boat or to and from the Hinckley's Service Yard are the sole responsibility of the boat owner.

(D) This warranty specifically excludes damages from normal wear and tear, casualty, accident, abuse, misuse, improper storage, improper maintenance, neglect, modifications or alterations of the hull or deck and unauthorized repairs.

(E) This warranty specifically excludes cosmetic items and finishes including, paint, varnish, gel coat; chromium plated finishes, discoloration, chalking, cracking and fading or stress lines.

(F) This warranty specifically excludes windshield breakage and any other glass damage.

(G) This warranty does not apply to the hull and deck structure (floors, stringers, motor mounts, transom, all deck and hull joints) or accessories which have been subject to alteration, unreasonable use, improper storage or maintenance, neglect or accident.

(H) This warranty does not apply and shall immediately become null and void in the event the Boat is used for commercial or racing purposes.

(I) OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES; HINCKLEY SHALL NOT HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT, LOSS OF TIME, INCONVENIENCE, TRAVEL EXPENSES, HAUL OUT EXPENSES, BOAT PAYMENTS, STORAGE CHARGES, LOSS OF OR DAMAGE TO PERSONAL PROPERTY, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitation set forth in this clause (I) may not apply.

(J) The benefits afforded under this warranty will not be honored by Hinckley at any time when there are any outstanding balances due to Hinckley for storage fees or any work related to the Boat.

WARRANTY REMEDY:

Hinckley's sole obligation under this warranty is hereby limited to the repair or replacement, at Hinckley's sole election, of the defective materials or workmanship. Hinckley may perform this work itself or cause the work to be performed at Hinckley's expense by a third party. Any claims made under this warranty must be made in writing to Hinckley immediately after discovery of the defect, giving the details as to the nature of the problem, the hull number and the date of purchase. The right to repair or replacement is the boat owner's sole remedy under this warranty. Hinckley disclaims and the boat owner expressly waives, all other remedies including any right to consequential, incidental or exemplary damages whether or not based on Hinckley's negligence, defects in product or workmanship, breach of warranty, strict liability or otherwise.

WARRANTY DISPUTE RESOLUTION:

If a warranty claim is alleged by the boat owner and is disputed by Hinckley, the Boat shall be surveyed and the surveyor shall determine whether the claim is covered by the warranty. The survey shall be performed by an independent, registered marine surveyor, mutually agreed upon by the boat owner and Hinckley. If the boat owner and Hinckley cannot agree upon a surveyor, then the surveyor will be appointed by either the Yacht Brokers Association of America or Lloyds of London. The cost of such a survey, shall be borne as follows: by the boat owner in the event the surveyor concludes that the defect, flaw, or repair is not covered by the terms of the limited warranty as described herein, or by Hinckley in the event the surveyor concludes that the defect, flaw or repair is covered by the terms of the limited warranty as described herein.

RESERVATION OF RIGHTS:

Hinckley reserves the right to improve its products through ongoing changes in design or material without obligation to incorporate such changes on boats of prior manufacture.

WARRANTY ASSIGNMENT:

Provided that the conditions precedent set forth in clause (A) under “WARRANTY CONDITIONS, EXCLUSIONS, AND LIMITATIONS” of this warranty are met, the warranty on the hull and deck is transferable by the original Buyer to a subsequent purchaser, but such warranty shall only remain in effect for a period of 10 years from the date of delivery of the boat to the original Buyer. Notwithstanding the foregoing, no warranty transfer shall be valid unless Hinckley received from the original Buyer and/or the subsequent purchaser, within 30 days of the transfer, a completed Warranty Transfer Form and a copy of the Bill of Sale. If such documents are not timely received by Hinckley, this warranty shall automatically terminate upon the sale of the Boat by the original Buyer.