



Sole and Limited SOCA MR15 Warranty

This document sets out the sole and limited warranty which SOCA Sailboats Ltd (The builder) is giving on the SOCA MR15 (The vessel).

- 1) Basic Warranty: The builder warrants the vessel, except for excluded items, when properly used, will be free of defects in materials or workmanship for a period of 12 months from the time of delivery of the vessel.
- 2) Transfer of Warranty: If you sell the vessel during this period, your buyer may receive the benefit of the balance of the warranty by agreeing to be bound by its terms.
- 3) Excluded Items: The builder gives no warranty, except where SOCA Sailboats' workmanship affects the performance thereof, of the following.
 - a) Paints, gelcoats, plating or anodizing and other surface coatings.
 - b) Deck hardware manufactured by anyone other than the builder.
 - c) Osmotic Blistering: A primary factor in the design of the vessel was high performance sailing and ease of launch and trailering ability. This vessel is intended to be dry sailed and as a result surface coatings and the thickness thereof were chosen with respect to their potential sailing performance characteristics. No warranty is hereby given.
 - d) All alterations not installed by the builder or altered after installation, items installed or altered by authorized dealers are not covered under this warranty.
- 4) Proper Use: All of the above warranty clauses are expressly conditioned upon the proper use of the vessel. This means that you are to use the vessel solely as a pleasure craft, no commercial use, and operate it as directed in and after reviewing the manuals and perform maintenance to the vessel as recommended.
- 5) Warranty Claims: In order to claim under these clauses you must do the following:
 - a) Report the defect to the builder within 30 days of discovering it. The report must identify the vessel and date of delivery.
 - b) Make the vessel available for inspection by the builder when so requested.
 - c) Make the vessel available for repair by the builder if so required.
 - d) Accept that the builder reserves the right to choose the repair facility.
- 6) Repair or Replacement: The builder shall perform its obligations under the terms of this warranty at its option either repairing or replacing defective part of component. Replaced or repaired parts or components do not extend the warranty period but such components will be covered for the balance of the warranty period.
- 7) Exclusion of Implied Warranties: The foregoing warranty is intended to be in lieu of all other warranties express or implied. The builder disclaims all implied warranties.
- 8) Limitations of Damages: The builder disclaims any liability to you for incidental, consequential or indirect damages, including loss of time, loss of use, loss of revenue, travel expenses, transportation charges, food or lodging charges or loss of personal property.
- 9) Whole Agreement: This warranty is the sole warranty given by the builder. Any questions about the warranty should be directed towards the builder.

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