

McCONAGHY

boats

Limited Warranty For The



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MELGES²⁰

McCONAGHY BOATS LTD
45/F, The Lee Gardens
33 Hysan Avenue
Causeway Bay, Hong Kong

McConaghy Boats – Melges 20 Limited Warranty

This Document sets out the sole and Limited Warranty of McConaghy Boats for the Melges 20 (The Vessel).

1.0 Limited Warranty:

McConaghy Boats provides a Limited Warranty for The Vessel for a period of twenty four (24) months from the time of delivery to the first Owner and warrants that The Vessel:

- 1.1 shall be manufactured in a workmanlike manner to McConaghy Boats yard standards, in accordance with and in conformity to the Specifications provided by Megles Performance Sailboats and with the highest possible degree of uniformity;
- 1.2 shall be of satisfactory quality, free of defect in material and workmanship and fit for The Vessels intended purpose;

2.0 Transfer of Warranty:

If The Vessel is sold during the warranty period, the new owner may receive the benefit of the balance of the warranty by agreeing to be bound by its terms.

3.0 Exclusions:

- 3.1 The McConaghy Boats Limited Warranty does not include third party supplied parts and components such as deck hardware, sails running rigging or any other part or component not manufactured by McConaghy Boats. Claims in respect to third party items must be referred to the relevant manufacturer.
- 3.2 The McConaghy Boats Warranty is invalid if any of the carbon fibre parts such as the Mast, Bow Sprit Pole, Keel Fin, Rudder and/or Tiller are struck by lightning, come in contact with overhead power cables or if they are exposed to electrical currents for any duration.
- 3.3 The McConaghy Boats Limited Warranty does not cover corrosion of any metallic component or part and is invalid if any part or component of The Vessel is plated or anodized.
- 3.4 A primary factor in the design of The Vessel was high performance sailing, ease of launch and ease of trailering. The Melges 20 is intended to be a dry sailed vessel and as a result, surface coatings and the thickness thereof were chosen accordingly. If The Vessel is left in the water for a period of 10 days or longer, the McConaghy Boats Limited Warranty shall no longer cover osmotic blistering.
- 3.5 All items not installed by McConaghy Boats and components altered after their installation and items installed or

altered whether by an Authorized Dealer or not, are not covered under the McConaghy Boats Limited Warranty.

- 3.6 The maximum capacity weight on the Melges 20 is 320Kgs. The McConaghy Boats Limited Warranty is invalid if the total crew weight is exceeded.
- 3.7 The warranty is expressly conditioned upon the proper use of the vessel as a pleasure craft. Commercial use of The Vessel voids the McConaghy Boats Limited Warranty.
- 3.8 The McConaghy Boats Limited Warranty is invalid if the Boat Owner fails to adhere to a reasonable maintenance and service program including, but not limited to, failure to adequately rinse with freshwater after use.

4.0 Limitation of Warranty:

McConaghy Boats shall not be liable for any damages, loss or failure, whether in contract or tort, including negligence, to the extent directly or indirectly caused by fair wear and tear, fire, accident or mishap, poor seamanship, misuse, abuse, neglect, mismanagement or negligence by the Boat Owner, Crew or the Boat Owners Assignees. McConaghy Boats shall not be responsible for any defect arising as a result of a defect in the Plans or Specifications.

5.0 Limitation of Damages:

In so far as the clause does not conflict with a Statute, McConaghy limits its liability to McConaghy Boats cost of supply and McConaghy Boats labour rates.

6.0 Incidental, Consequential, Indirect Damages:

McConaghy Boats disclaims any liability to The Owner 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. In such jurisdictions that these exclusions are limited, McConaghy Boats expressly limits any implied warranties to the greatest extent and to the shortest duration allowed by law.

7.0 Liability For Damages:

To the extent permitted by applicable law, McConaghy Boat's liability for damages under or in relation to this agreement or its subject matter (and whether in contract or tort, including negligence) will be limited in any event to actual direct damages to The Vessel to the extent caused by the acts or omissions of McConaghy Boats subject to a maximum liability of the cost of the boat that suffered such damage. McConaghy Boats shall not be liable for indirect, incidental, special, consequential, punitive or exemplary damages, lost time in operating The Vessel, loss or diminution of enjoyment by the Boat Owner, Crew or the Boat Owners Assignees. McConaghy Boats shall not be liable to any third party or for the cost of towage or salvage of the Vessel or any other Vessel, loss of profits or of a chance, even if it has been advised of the possibility of such damages, or for any similar claim against Megles Performance Sailboats by any other party.

8.0 Repair or Replacement:

The builder shall perform its obligations under the terms of this warranty at its option either repairing or replacing defective parts or components. Parts or components do not extend the warranty period but these repairs or replacements will be covered for the balance of the warranty period. In so far as the clause does not conflict with a Statute, McConaghy Boats limits its liability of Repairs and Replacement to McConaghy Boats cost of supply and McConaghy Boats labour rates.

9.0 Exclusion of Implied Warranties:

The foregoing warranty is intended to be in lieu of all other warranties express or implied. McConaghy Boats disclaims all implied warranties including warranties of merchantability and fitness for a particular purpose. In such jurisdictions that these exclusions are limited, McConaghy Boats expressly limits any implied warranties to the greatest extent and to the shortest duration allowed by law.

10.0 Whole Agreement:

This Limited Warranty is the sole warranty given by McConaghy Boats. Any questions about the warranty should be directed to Megles Performance Sailboats. If any claim or action is brought against McConaghy Boats related to The Vessel it must be brought in the Courts of Hong Kong.

McConaghy Boats Limited Warranty Claims Process

Should a warranty issue arise, the Boat Owner is required to notify in writing, accompanied with photographic evidence, as soon as possible and no later than 15 days after the circumstances for which a Warranty Claim becomes discoverable to Megles Performance Sailboats with a copy sent to McConaghy Boats.

Upon notification from Megles Performance Sailboats of a warranty claim, McConaghy Boats shall be given the opportunity to review, inspect and report on the claim.

- (a) The Vessel must be made available to McConaghy Boats and/or their representative so that it may assess the claim prior to any rectification work being commenced;
 - (b) On approval of a warranty claim, McConaghy Boats at its option may, at its expense, repair or replace the defective component as detailed in this Limited Warranty. McConaghy Boats reserves the right to choose an outside contractor to perform the repair or replace the defective component;
 - (c) The Owner must make The Vessel available, if required, for repairs by McConaghy Boats or their Representative;
 - (d) Any repairs carried out by any party prior to notification and without the approval of McConaghy Boats are excluded from this warranty and will not be reimbursed.
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