



Limited Hull Warranty

Effective as of January 1, 2024

1. **General.** Tideman Boats US, Inc. (the "Company") warrants to the owner (the "Owner") that the hulls set forth on Exhibit A, attached hereto (the "Hull") will be reasonably free from defects in materials and workmanship for a period of five (5) years following the date of delivery. This Limited Warranty (the "Warranty") only applies to Hulls that are: (a) operated under normal conditions; (b) not used in a commercial capacity; and (c) used, stored and handled in the manner recommended by Company. Equipment, components and accessories affixed to or otherwise installed on the Hull are excluded from this Warranty.

2. **Warranty Obligations.** Subject to the exclusions and limitations set forth in this Warranty, Company will, at its option, repair or offer a one (1) time replacement of the Hull without charge, if the Hull fails or does not perform as warranted during the warranty period due to a manufacturing defect or defect in materials. Repair or replacement shall include reasonable labor charges necessary to repair or replace the defective Hull but shall not include: (a) the cost of removing the Hull from the water; (b) the cost associated with transporting the Hull to a service location; or (c) travel costs, except as provided by Section 3. Company's obligation as to repair or replacement shall further be limited to repair or replacement with the models of the Hull that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Hull that fails due to a manufacturing defect or a defect in materials. In the event a Hull becomes unavailable or cannot be supplied by Company for any reason a substitute Hull of equal quality and functionality of the subject Hull may be substituted by Company. Any repaired Hull shall remain subject to this Warranty and any repair shall not extend the warranty period in any manner or start a new warranty period. Any Hull that is replaced by Company shall be excluded from this Warranty. In no event shall Company be required to expend, in any one (1) or series of expenditures, more than the purchase price of the Hull to repair or replace a defective Hull. Amounts expended by Company shall include all amounts paid by Company

in connection the repair or replacement, including without limitation, amounts paid to third-parties, material costs, incidental costs and travel costs (except as provided by Section 3).

3. **Travel; Expenses; Hull Access.** Company shall be responsible for any travel costs incurred to repair or replace the Hull provided that: (a) the Hull is located in the continental United States or Canada; and (ii) the warranty claim is initiated prior to expiration of the warranty period. All other travel costs incurred by Company or its agents to repair or replace the Hull shall be the responsibility of the party asserting the warranty claim. Company reserves the right to require, as a condition to undertaking any repair or replacement: (y) pre-payment of its anticipated travel costs; and (z) satisfactory arrangements concerning access to the Hull. If the subject Hull is located in an area of the world considered, in Company's sole discretion, to be unsafe Company may refuse to process the claim or require relocation of the Hull, at no expense to Company, to an area where such repairs can be performed safely by Company or its agents. In the event Company or Company's agents are dispatched to repair or replace a defective Hull and the Hull is not readily accessible, for any reason, Company or Company's agents, as the case may be, shall be immediately reimbursed for all expenses incurred therewith and Company shall have no further obligations under this Warranty.

4. **Exclusions.** Hulls must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Warranty is conditioned upon compliance with all such instructions. This Warranty does not cover defects caused by: (a) modification, alteration or repair of the Hull by any unauthorized third-party; (b) improper rigging or trailering; (c) misuse, including, without limitation, improper storage or handling of the Hull; chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold); (d) damage not resulting from manufacturing defects that occur while the Hull is not in Company's possession (e.g. accidents); (e) unreasonable or unintended use of

the Hull; or (f) deviations from Company's standard Hull designed requested by Owner. Copies of the Company's use guidelines are available on the Company's website <https://tideman-marine.com/tideman-warranties/>

5. Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE HULL. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE HULL, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING HULL. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE USE OF THE HULL.

6. Limitation of Liability. NO CLAIM BY THE OWNER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE HULL IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, USE OR LOSS OF USE OF THE HULL, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

7. Reformation. If any term or provision of this Warranty shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied in any case or in any jurisdiction or jurisdictions because of the conflicting nature of any provision with any constitution

or statute or rule of public policy or for any other reason, then: (a) such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy; and (b) any such invalid, inoperative, illegal or unenforceable provision shall be reformed and construed in any such jurisdiction or case so that such provision would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or case.

8. Headings. The headings contained herein are for convenience and reference only, and shall be given no effect in the interpretation of any term or condition of this Warranty.

9. Submitting a Warranty Claim. To request coverage under this Warranty you must submit a claim through Company's website <https://tideman-marine.com/product-support/>

10. Transferability. This Warranty is transferable and entitles the transferee to coverage for the remainder of the original warranty period. Any transferee shall be deemed to be the Owner for all purposes under this Warranty.

11. Modification. This Warranty may be modified (a) as set forth on a binding sales order for the Hull or (b) by a written agreement between Company and the Owner.

Exhibit A

Covered Hull List

RBB 700

RBB 900

RBB 1100

RBB 1200

LC 800

LC 1000

Custom Hulls

Skiff Hulls