

King Dolphin Propeller (KDPropeller)

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PRODUCT WARRANTY:

The King Dolphin Propeller (KDPropeller) products (Propeller and Hub Kits) specified in this warranty will be free from any defects in material or workmanship resulting in blade or hub fracture or failure under normal pleasure boat usage for a period of twelve (12) months from the date of purchase. If within the duration of product use on original motor fitted by the original product owner, any Propeller or Hub that has proved to be defective shall be repaired or replaced at King Dolphin Propeller option and sole discretion, subject to the terms and conditions set forth below.

General Terms and Conditions

Owner must pay any labor and shipping charges necessary to replace product covered by this warranty. This warranty shall not apply to acts of God, nor shall it apply to products which, in the sole judgment of KDPropeller have been subjected to negligence, abuse, accident, misapplication, tampering, modification, alteration; nor due to improper installation of product or components, operation, maintenance or storage; nor to excess of recommended maximums as set forth in the owner's manual.

Requests for service under this warranty shall be made by contacting Distributor / Seller and then returning the product to the Distributor / Seller the product owner purchased said product from with a written description of the problem and original proof of purchase as soon as possible after the discovery of any alleged defect. The Distributor / Seller shall contact King Dolphin Propeller, which will subsequently take corrective action as promptly and as reasonably possible.

This warranty sets forth King Dolphin Propeller sole obligation and purchaser's exclusive remedy for defective products.

KING DOLPHIN PROPELLER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR CONTINGENT DAMAGES WHATSOEVER. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

A. ADDITIONAL TERMS PRODUCTS AND ITEMS NOT WARRANTED

1. Alterations or modifications to Propeller or Hub Kit product. All obligations under this warranty shall be terminated if any King Dolphin Propeller product is altered or modified in any way.
2. Any and all Accidental damage.
3. Any King Dolphin Propeller or Hub Kit product returned without product identification. Returned items must be properly packaged to avoid any other damage which is not part of original claim; King Dolphin Propeller will not be responsible for any returned items received that has been further damaged in any way from transit.

This warranty covers only parts of a new King Dolphin Propeller or Hub Kit product which are found upon examination to be defective in material or workmanship as delivered to the original consumer purchaser and original motor fitted. This warranty does not cover defects caused by depreciation or damage caused by normal wear, accidents, improper maintenance and/or installation, incompatible component use, improper use or abuse of the product, failure to

follow the instructions contained in an operation manual for the operation of the owner's motor and/or its requirements.

B. NO ADDITIONAL WARRANTIES OR REPRESENTATIONS

The forgoing EXPRESS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. Neither King Dolphin Propeller nor any of its affiliates make any warranties, representations or promises, written or verbal, as to the quality of the King Dolphin Propeller product or its parts other than those set forth herein.

C. NO DISTRIBUTOR / DEALER WARRANTY

King Dolphin Propeller neither assumes nor authorizes any other person, natural corporate entity to assume for King Dolphin Propeller any other obligations or liabilities in connection with or with respect to any part or parts of a King Dolphin Propeller or Hub Kit. The seller, dealer or distributor of a part or parts of a King Dolphin Propeller or Hub Kit has no authority to make any representations or promises on behalf of King Dolphin Propeller or to modify the terms or limitations of this warranty in any way. The seller, dealer or distributor makes no warranty of his own on any item warranted by King Dolphin Propeller and makes no warranty on other items, unless such seller, dealer or distributor delivers to the purchaser a separate written warranty document in which the seller, dealer or the distributor individually and specifically on its own behalf, warrants the terms of items.

D. LIMITATIONS TO WARRANTY

This limited warranty will not apply to freight damage, acts of God, normal wear and tear, or products that were improperly installed, misapplied, damaged, altered, or incompatible. All warranty considerations are governed by King Dolphin Propeller's written return policy.

King Dolphin Propeller's obligation under this limited warranty policy is limited to the repair or replacement of the product. All returns will be inspected as per KDPropeller factory criteria. Products found not defective (under the terms of this limited warranty) are subject to charges paid by the returnee for the testing and packaging of tested good non-warranty returns.

No credit or labor allowances will be given for products returned as defective. Warranty replacement will be shipped on a freight allowed basis. KDPropeller reserves the right to choose the method of transportation.

E. SHIPPING OF WARRANTED PRODUCT(S)

All returned products must be properly packaged and identified.

F. MISC

Be prepared to give King Dolphin Propeller full details of the problem, including model number, date of purchase, and from whom you purchased your product. King Dolphin Propeller may also request additional information.