

Limited Warranty

AB Marine, Inc. in conjunction with the manufacturer , provides a 12-month warranty from the delivery date of the SHAFT SHARK to the customer. Warranty, service and parts are available from AB Marine or the manufacturer, or one of their appointed service representatives.

This warranty is subject to the following conditions and limitations:

1. The warranty will be null and void if;
 - Ø There is any neglect or failure to properly maintain and service the product.
 - Ø The propeller has been installed incorrectly or not in accordance with standard propeller installation procedures.
 - Ø The propeller is serviced, repaired or maintained improperly or by unauthorized persons.
 - Ø Loss or damage is attributable to any act, matter or omission beyond the reasonable control of AB Marine or the purchaser.
2. The liability shall be limited to the repair or replacement (as determined by AB Marine or the manufacturer) of the propeller or parts defective in materials or workmanship.
3. AB Marine shall not be liable for any loss, damages, harm or claim attributable to:
 - Ø Use of product in applications for which they were not intended
 - Ø Corrosion, wear and tear or improper installation
 - Ø Improper use of the product
4. AB Marine shall not be responsible for any shipping charges, hauls, launchings, diving or other related installation/removal labour associated with any warranty claims.
5. There are no warranties of merchantability, fitness for purpose, or any other kind, express or implied and none shall be implied by law. If any such warranties are nonetheless implied by law for the benefit of the consumer, they shall be limited to a period of two years from the original purchase by the original user.
6. AB Marine 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 due to installation of the propeller equipment.
7. This warrantee sets out your specific legal rights allowed by AB Marine: the laws of different countries may vary these rights. In addition, the purchaser may also have other legal rights, which may vary, from country to country.
8. Exclusion of implied warranties; The foregoing warranty is intended to be in lieu of all other warranties, express or implied. AB Marine disclaims all implied warranties including warranties of merchantability and fitness for a particular use.
9. This warranty is the sole warranty given to you by AB Marine. Dealers may offer additional warranties but are not authorized to make changes to this warranty. Any question about the warranty should be directed to the manufacturer. If you do bring a claim against the Manufacturer and if you loose, you must pay the Manufacturers reasonable costs of defense.
10. To make a claim under this warranty, contact AB Marine. Proof of purchase, and authorization from AB Marine will be required prior to any repairs being attempted.

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RETURNS ~ REFUNDS ~ CANCELLATIONS

1. Within 30 days of purchase, non-custom items can be returned for a full refund, less shipping costs. The full refund will only apply if the product is returned in its original packaging and upon inspection is clearly in new unused condition.
2. All custom products, in a new unused condition in original packaging, are subject to a minimum 15% restocking service charge, less shipping fees. Used or damaged items will be charged a minimum 20% restocking service fee, plus any additional charges assessed upon inspection of the returned items.
3. All returns must be pre-authorized by AB Marine, by calling 401-847-7960 or via email to sales@AB-marine.com. No returns will be accepted without prior approval. Packages returned without approval will be refused and returned to the sender by the carrier.
4. After 30 days all sales are final. Should a problem arise with any product purchased from us after this 30 day period, we will gladly assist you with any applicable warranty claims with the manufacturer up to one year from date of purchase.
5. Cancellation of a stock order is subject to handling fees where applicable. Once orders have shipped it is a sale.
6. Orders for custom products involving lead times from manufacturers may not be cancelled once the order is in production. Custom items are subject to prepayment or a non-refundable deposit at the time the order is placed.

DELIVERY ~ DAMAGED PACKAGES

1. We try to be as accurate as possible when relaying anticipated delivery dates at the time of the order.
No guarantees will be made by any of our vendors or manufacturers with order fill dates.
In addition we are not in control or responsible for deliveries once they are in the hands of the third party delivery service.
2. Damage claims must be placed with the carrier within 5 days of the date of acceptance.
Therefore a package must be visually inspected and if possible opened upon receipt. If you do find damage, retain *ALL* of the original packaging materials in case of an inspection needs to be made by the carrier or their representative.
3. Missing items must be reported to AB Marine within 48 hours of receipt of delivery.

Disclaimer:

We reserve the right to refuse any order. Further we regret, but are not liable for, incorrect photos, descriptions or typographical errors relating to our merchandise or materials.

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