



# WARRANTY



Timbolier Industries, Inc. (Seller) warrants to Purchaser that the merchandise furnished hereunder shall at time of shipment conform to, and be in accordance with the specifications set forth in the Propeller Order Form executed by Purchaser and Seller. Seller warrants the merchandise to be free of material defects in material and workmanship for a period of one year from date of delivery. No claims will be allowed for propellers modified from factory standards. Seller makes no representation of fitment or suitability for any installation application, use, or purpose. Any performance expectation shortfall, or incorrect recommendation of propeller size, are not due cause for a warranty claim. Seller's obligation under this warranty is limited to Seller's repair or replacement, at Seller's sole discretion, of those goods sold by Seller to Purchaser that do not satisfy this warranty. Written notice of the warranty claim must be given to Seller by Purchaser within fifteen (15) days after the defect is discovered. Purchaser shall obtain an R.M.A. number (Return Materials Authorization) and directive of incoming transportation from Seller. Return shipment shall be prepaid at Purchaser's expense and shall occur within (10) days after receipt by Purchaser of Seller's written authorization. This warranty sets forth Seller's obligations and Purchaser's exclusive remedy for defective products. The determination of whether a defect exists shall be made solely by Seller. Purchaser shall not return any goods to Seller until Seller has been provided a reasonable opportunity to inspect and sample the goods to determine whether a valid warranty claim exists and whether the goods should be repaired or replaced. In any event, Purchaser shall not return any goods until authorized in writing by Seller. Notwithstanding any other provision in the document, Seller expressly disclaims and excludes all other warranties, expressed or implied, including the warranties of merchantability and fitness for particular purpose, and also disclaims and excludes all liability for incidental, consequential, indirect or any other special damages, including lost profits, breach of warranty or of contract, or otherwise.

Effective: Sept 17, 2016

ZZ Prop is an operating division of Timbolier Industries, Inc., a Maryland Corporation with principle offices located at 64 Old South River Road, Suite 16, Edgewater, Maryland 21037 +1 410.317.4628