

PROPELLER WARRANTY

LIMITED WARRANTY ON POWERTECH! PROPELLERS

PowerTech! warrants to the original purchaser all new PowerTech! Propellers against casting or hub failure due to defects in material or workmanship for a period of one year. This warranty is not transferable to subsequent owners.

PURCHASE OBLIGATION

Original Purchases must send in registration request letter with proof of purchase to PowerTech! within 90 days of purchase. When requesting warranty repair or exchange, the original purchaser must contact PowerTech! for a return authorization number, and forward the propeller, freight prepaid, with evidence of purchase (i.e. sales receipt) to:

PowerTech Propellers
8101 Kingston Road
Shreveport, LA 71108
800-736-7767
Fax 318-686-7082

WARRANTY REPAIR, EXCHANGE OR REPLACEMENT

PowerTech! warrants that any defective propeller will be repaired or exchanged without charge. If, upon examination of the return propeller, the warranty is approved, the repaired or replacement propeller will be returned to the purchaser freight prepaid by PowerTech!. PowerTech! reserves the right to replace the defective propeller with an identical or similar propeller in current production at the time that the propeller is returned. If the propeller has been extensively worn, PowerTech! will make a prorata charge equal to the consumed life of the propeller.

WHAT IS NOT WARRANTED

- Misuse, negligence, modification, accident, abnormal operations, or product application
- Any surface piercing or overhub propeller
- Labor for removal and replacement of defective propeller
- Propellers that have been re-manufactured, rebuilt, modified or repaired
- Any damage caused to boat, motor, running gear and/or powertrain
- Failure of rubber hub and/or spline after 12 months warranty period
- Those applications of the propeller where motor transom heights are such that non-production water pick-ups are required or used for adequate water pressure
- Damage caused by:
 - 1) Misuse, negligence, modification, accident, abnormal operations, or product application
 - 2) Participation in, or preparing for racing or other competitive activities (or commercial use)
 - 3) Grounding or striking of foreign objects
 - 4) Cavitation, *Corrosion, or electro-chemical action
 - 5) Transportation:

The loss of use of boat, loss of time, inconvenience, or other incidental charges such as boat haul out, crane service, forklift rental, telephone calls, towing and storage, lodging, car or boat rental, food, etc., or other consequential damages, except where required by law.

*All stainless steel propellers contain a small amount of iron alloy. Under certain conditions, surface rust or corrosion may appear due to the iron content.

GENERAL ITEMS

The warranty set forth by PowerTech! Propulsion Technologies, Inc. hereinafter referred to as PowerTech! is exclusive and in lieu of all other warranties oral or written, expressed or implied. No implied warranty of merchantability or fitness for particular purpose shall apply except during the duration of this written warranty. PowerTech! does not authorize any individual or corporation to create for it any obligation, liability, or other warranty in connection with the product. This warranty is intended to comply with Federal Statutes and regulations, and the laws of the State of Louisiana. In no event shall PowerTech! be liable for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to you.

- Venue: Should any litigation result from the sale or use of PowerTech! products, the venue for said litigation shall be in Caddo Parish, Louisiana, and this litigation shall be construed under the laws of the State of Louisiana.

- Attorney's fees: Should any litigation result from the sale or use of PowerTech! products, the prevailing party shall be entitled to reasonable attorney's fees including court costs.