

Terms and Conditions of Sale

Darglow Engineering Ltd (DEL) does not guarantee the performance of any propeller in any individual case or that any propeller is the most suitable propeller in any individual case for any specific or general use.

DEL is not responsible for ensuring that any propeller supplied complies with any warranty conditions stipulated by the engine/ gearbox/saildrive/sterngear manufacturer. This is the responsibility of the buyer.

DEL confirm that every new propeller supplied is tested and leaves the workshops in functioning condition.

DEL is not responsible for any happening or event consequent upon giving any advise appertaining to any propeller or the resetting thereof.

Upon delivery the buyer shall immediately carry out a proper check of the goods supplied before the goods are put to use and shall not at a later date claim defects that should have been discovered during this check.

DEL shall under no circumstances whatsoever be liable for any consequential or operating loss, loss of profit or other financial loss incurred by the Buyer or third party as a result of defects in the goods supplied.

DEL shall, by repair or replacement , remedy any defects in the goods resulting from faulty materials, construction defects or faulty workmanship. The warranty given by DEL is therefore limited exclusively to the repair or replacement of any possible defective goods and does not include any damage compensation refund, or claim of any kind.

DEL liability is limited to defects which appear within a period of 3 years for FeatherStream and Flex O Fold propellers and 1 year for Maxprop propellers (start date is the date goods were delivered). If the goods are used more intensively than agreed or could be foreseen at the point of sale, this period shall be reduced proportionally. No liability can be taken by DEL for defects caused by faulty maintenance or incorrect installation.

Normal wear and tear or deterioration from corrosional or electrolytic attack is not included under DEL warranty of any goods supplied.

Any reparation under warranty that may be needed will be carried out exclusively by DEL at its own workshop in Wareham- Dorset- England. The buyer will, at his own charge and care ,send the goods to DEL's workshop. Goods must be returned along with the original invoice.

In all cases all expenses in connection with and incidental to the removal, delivery, resetting and reinstallation are the sole responsibility of the buyer.

Goods dispatched at Buyers risk.

TITLE

Contracts are made and orders accepted only upon and subject to these terms and conditions of sale. No variations of these terms and conditions will be binding upon DEL unless agreed to in writing and signed by an officer of DEL.

Any conditions of the buyer, shall be disregarded and are excluded unless expressly accepted in writing by DEL .

Acceptance of the goods by the buyer shall be construed as an unqualified acceptance of these terms and conditions of sale. (a copy of which is available on our website)

Title for goods shall remain vested in DEL and shall not pass to the buyer until the purchase price for the goods has been paid in full and received (cleared funds) by DEL, along with the payment in full or all other goods agreed to be sold by DEL to the buyer for which payment is then due.

Until title for the goods passes:

1. DEL shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the goods.
2. DEL and its agents and employees shall be entitled at anytime to require the buyer to deliver up the goods to DEL and if the buyer fails to do so, without the need to give notice DEL may enter upon any property upon which the goods, or any part of them are stored, or upon which DEL reasonably believes them to be kept and if necessary detach goods from other goods or equipment, and repossess the goods
3. The buyer shall store or mark/ identify the goods in a manner reasonably satisfactory to DEL, indicating that title to the goods remains vested in DEL and
4. The buyer shall insure the goods to their full replacement value, and arrange for DEL to be noted on the policy of insurance as the loss payee.

Irrespective of whether title to the goods remains vested in DEL, risk in the goods shall pass to the buyer upon delivery.

The buyer shall not be entitled to pledge or in anyway charge title of the goods to any third party, until such time as the purchase price of the goods has been received (cleared funds) by DEL.

For account holding customers, payment for goods must be made on or before the last day of the month following the month of the invoice- unless other specific arrangements have been agreed and confirmed in writing by DEL

Any possible controversy/ dispute will fall within the jurisdiction of the English courts system.