

## Kraken Charters – Sale of Goods & Warranty Policy

### 1. General Terms of Sale

1.1. All marine equipment, electronics, and related components (“Products”) sold by Kraken Charters (“the Seller”) are subject to the terms outlined in this policy.

1.2. By purchasing and accepting delivery of any Product, the buyer (“Customer”) agrees to these terms in full.

### 2. Condition of Goods Upon Delivery

2.1. The Customer is responsible for inspecting all Products immediately upon receipt.

2.2. If any Product is found to be defective out of the box, Kraken Charters must be notified within 7 days of delivery unless otherwise stated on the invoice.

2.3. Defective Products that have not been installed may be returned for replacement only, pending return authorization from Kraken Charters.

2.4. Returned Products must include all original packaging, protective covers, mounting hardware, manuals, and accessories.

### 3. Warranty Terms (Marine Equipment & Electronics)

3.1. Once any Product has been installed, all warranty-related claims must be submitted directly to the manufacturer in accordance with their warranty procedures.

3.2. Kraken Charters does not process, evaluate, or approve warranty claims for installed equipment or electronics.

3.3. Manufacturer warranty terms may vary by brand and product type; the Customer is responsible for reviewing applicable warranty documentation provided by the manufacturer.

3.4. Kraken Charters may assist in providing manufacturer contact details or documentation upon request but assumes no responsibility for outcomes of manufacturer warranty claims.

### 4. Marine Environment Considerations

4.1. Marine equipment and electronics are subject to harsh conditions including saltwater exposure, vibration, temperature changes, and humidity.

4.2. Damage resulting from improper installation, insufficient corrosion protection, water intrusion, or environmental factors is not considered a manufacturing defect and is not covered by Kraken Charters.

4.3. The Customer is responsible for ensuring products are installed by a qualified marine technician in accordance with manufacturer specifications.

## 5. Exclusions

The following are not covered under Kraken Charters' return or replacement policy:

- Damage due to improper installation or incorrect wiring.
- Water damage, corrosion, or salt intrusion.
- Damage from vessel vibrations, impacts, or improper mounting.
- Items installed before the defect was discovered.
- Products returned without prior authorization.
- Normal wear, cosmetic imperfections, or performance issues due to misuse.

## 6. Returns & Replacements (Non-Installed Items Only)

6.1. If a Product is defective out of the box and has not been installed, the Customer may request a replacement.

6.2. Kraken Charters reserves the right to inspect all returned Products before issuing a replacement.

6.3. Replacement Products will be issued only after the defective item has been received and evaluated.

6.4. Refunds are not offered for defective Products—replacement only applies.

## 7. Limitation of Liability

7.1. Kraken Charters is not liable for labor costs, installation fees, haul-out charges, vessel downtime, or any consequential or incidental damages related to defective or failed Products.

7.2. The Customer assumes all risk associated with installation, use, handling, and operation of the Products once delivered.

## 8. Acceptance of Terms

By purchasing marine equipment or electronics from Kraken Charters, the Customer acknowledges and agrees to the terms of this Sale of Goods & Warranty Policy.