

Expander System Function Warranty

Expander System AB, (hereinafter "Expander") warrants to the end user ("Customer") that the Expander System product will fulfil the function stated below for 10 years / 10 000 hours in operation (whichever comes first) from the date of purchase from Expander or its authorized reseller, subject to the terms and conditions set forth below. Expander warrants the pin axle body of the Expander System for a period of six (6) months from the date of purchase provided the stipulations herein are fulfilled.

This warranty applies to products delivered on or after 28 March 2017.

EXTENT AND LIMITATIONS OF THE FUNCTION WARRANTY

1. A warranty defect shall be deemed to have occurred if the Expander System when used for the intended purpose does not stay locked into the pivot lug ears after installation, provided that the specific Expander components are used and that installation, service and maintenance have been performed according to Expander's instructions available at www.nord-lock.com. Any deterioration of the Expander System which only affects its visual appearance and hence not its function is hereby explicitly exempted from this warranty.

2. When a warranty defect is confirmed, Expander will provide the part or a new Expander System whichever is necessary to correct the defect and Expander assumes the cost of the replacement part or product. However, the Customer is responsible for the labor cost and other expenses associated with the exchange of products or consequential damages. Expander's sole obligation under this warranty shall be, at Expander's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, refund to the Customer the purchase price paid for the defective product. All products that are replaced will become the property of Expander. Expander warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

3. The warranty does not include defects caused by erroneous information provided by the Customer, defects in other parts of the machine or incorrect installation or operation. Expander reserves the right to annul the warranty if the defect is caused by a faulty machine manufacturer design.

4. The warranty does not include Expander System designs requested by the Customer against the recommendation of Expander engineers.

5. The Expander's warranty and obligation to repair or replace is limited to the Expander System product that has been used in accordance with The Function of the Expander System as outlined above in section 1. Expander is, beyond that, not responsible for any loss, damage or cost of any kind that is caused by a warranty defect.

WARRANTIES EXCLUSIVE, WARRANTY DISCLAIMER: TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, NON-INFRINGEMENT AND QUIET ENJOYMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EXPANDER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THIS PRODUCT. EXPANDER SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR OR MODIFY

THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

WARRANTY CLAIM

In the event of a warranty claim, the Customer shall first contact the seller (if purchased through an authorized reseller) or Expander (if purchased directly) to obtain a warranty claim number. All warranty claims must be made in writing to Expander within 30 days after the defect has been detected and at the latest 14 days from the expiration of the warranty. Dated proof of purchase from Expander or its reseller may be required at the time of a warranty claim. Expander will provide technical support to their authorized resellers and determine in consultation with them if the warranty claim falls within the extent of the warranty. Expander reserves the right to require from the Customer a written report on the warranty claim and that the Customer return the defective part at its own expense.

It is recommended that returned products be insured and sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Expander until the returned products are received by Expander. Once received, Expander will retain risk of loss or damage until either the products are returned, or a replacement product is delivered, to the Customer. The allocation of responsibility for loss or damage stated shall be subject to any mandatory legal requirements.

LIMITATION OF LIABILITY

TO THE FULL EXTENT ALLOWED BY LAW, EXPANDER ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF EXPANDER OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT TO AN EQUIVALENT PRODUCT, OR REFUND OF THE PURCHASE PRICE PAID, AT EXPANDER'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied or the limitation of liability for death or personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

GOVERNING LAW

This warranty shall be governed by the laws of Sweden excluding its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this warranty.