

Boltight Function Warranty

Boltight Ltd. ("**Boltight**") warrants to the end user ("**Customer**") that the Bolt Tensioner will fulfil its intended function, under normal use and service of the Bolt Tensioner, for 3 years / 10,000 cycles in operation (whichever comes first, unless stated otherwise) from the date of dispatch from Boltight or its authorized reseller, subject to the terms and limitations set forth below.

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

EXTENT AND LIMITATIONS OF THE WARRANTY

1. A warranty defect occurs when a Bolt Tensioner fails under its intended use due to a materials or manufacturing fault (excluding normal wear and tear), provided that specific Boltight components are used and that storage, installation, service and maintenance have been performed according to Boltight's instructions and guidelines available at www.nord-lock.com. Any deterioration of the product 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, Boltight will provide the part or a new Bolt Tensioner, whichever is necessary to correct the defect and assume the cost of the replacement part or product, including freight. However, the Customer is responsible for the labour cost and other costs and expenses associated with the exchange of products or other consequential costs or damages. Boltight's sole obligation under this warranty shall be, at Boltight's option and expense, to repair the defective product or part, deliver to the Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options are reasonably available, refund to the Customer the purchase price paid for the defective product. Boltight 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. All defective products which have been replaced will become the property of Boltight.
3. The warranty is annulled if a) erroneous information has been provided by the Customer, b) there are signs of misuse, c) a repair has been carried out by anyone other than Boltight or a Boltight authorised representative, d) the damage has occurred in an environment for which the relevant product is not intended, e) the tool has not been serviced by Boltight or a Boltight authorised representative within the last 12 months, or f) in case of incorrect installation or operation. In addition, this warranty does not cover defects in other parts of the plant/installation or machine upon which the Bolt Tensioner is utilised, damage caused to this plant via misuse or mis-specification, nor extends to any damage arising whereby the actions of the Customer contravene the recommendation of Boltight engineers.
4. This warranty does not include:
 - High fatigue Bolt Tensioners
 - Hydraulic pumps
 - Hydraulic hoses
 - Tensile components within the Bolt Tensioner**
 - Components not manufactured by Boltight**Unless a cycle counter is present and below the maximum number of cycles

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. BOLTIGHT 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.

BOLTIGHT 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 nearest Nord-Lock sales office or Boltight to obtain a warranty claim number. A warranty claim shall be made in writing to Boltight 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 Boltight or its reseller may be required at the time of a warranty claim. Boltight will provide technical support to their distributors and determine in consultation with them if the warranty claim falls within the extent of the warranty. Boltight 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 or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Boltight until the returned item is received by Boltight. Thereafter, Boltight will retain risk of loss or damage until the item 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, BOLTIGHT 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 BOLTIGHT 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 BOLTIGHT'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 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.