

## Superbolt Lifetime Warranty

Superbolt of the Nord-Lock Group ("**Superbolt**"), warrants to the end user ("**Customer**") that Superbolt Mechanical Tensioning products will fulfil its intended function for the lifetime of the bolted connection where the product is initially installed, 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 product fails under its intended use due to a materials or manufacturing fault (excluding normal wear and tear), provided that storage, service, installation and maintenance have been performed according to Superbolt's instructions and guidelines available at [www.nord-lock.com](http://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. The warranty expires when the bolted connection where the product is initially installed is disassembled.

3. When a warranty defect is confirmed, Superbolt will provide, at Superbolt's option, a replacement product and/or a repair of the product, and assume the cost of the replacement/repaired product, including freight. However, the Customer is responsible for the labor cost and other costs and expenses associated with the exchange of products or other consequential costs or damages.

Superbolt's sole obligation under this warranty shall be, at Superbolt's option and expense, to repair the defective product, or to deliver to the Customer an equivalent product 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. The warranty shall commence anew for such repaired or replacement product. All defective products which have been replaced will become the property of Superbolt.

4. The warranty is annulled if a) erroneous information has been provided by the Customer, b) there are signs of misuse, c) an alteration/repair has been performed, without written consent, by anyone other than Superbolt, or its authorized representative, or d) the damage has occurred in an environment for which the relevant product is not intended. In addition, this warranty does not include defects in other parts of the machine or bolted connections or designs requested by the Customer against the recommendation of Superbolt engineers.

5. This lifetime warranty does not include:

- a) Any ancillary equipment used in conjunction with the Superbolt product; or
- b) Prototype and/or one-of-a-kind custom design tensioners/tools without Superbolt's prior written approval.

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, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SUPERBOLT 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. SUPERBOLT 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 Superbolt to obtain a warranty claim number. All warranty claims must be made in writing to Superbolt 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 Superbolt or its reseller may be required at the time of a warranty claim. Superbolt 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. Superbolt 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 Superbolt until the returned products are received by Superbolt. Once received, Superbolt 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, SUPERBOLT 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 SUPERBOLT 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 SUPERBOLT'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.