



Wanzl North America  
700 Technibilt Drive  
Newton, NC 28658  
<http://www.wanzl.com/na>

## Warranty:

**A. Warranty Coverage:** VENDOR warrants that each of the new PRODUCTS, when properly used and maintained, will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery of the PRODUCTS. VENDOR's twelve (12) month warranty is referred to herein as the "Limited Warranty." BUYER'S sole and exclusive remedy under the Limited Warranty for defects in the PRODUCTS shall be the repair or replacement, in VENDOR's sole discretion, of the defective part or component.

**B. Not Covered:** This Limited Warranty does not apply to, and VENDOR shall have no liability or responsibility in respect of, damages or expenses relating to defects caused by the failure to use, operate, maintain, or store the PRODUCTS as specified in any supplied maintenance manual (if any), operation manual, or other literature supplied to BUYER, or if maintenance or repairs are performed on the PRODUCTS by anyone other than VENDOR. This Limited Warranty does not apply to, and VENDOR shall have no liability or responsibility in respect of, damages or expenses relating to: (i) PRODUCTS, including components and systems, that have been altered, changed or modified from factory specifications; (ii) PRODUCTS not installed by VENDOR (i.e., a Wanzl company Service Technician); (iii) the cost to remove, disassemble or reinstall components not installed by VENDOR that require removal to access parts covered by this Limited Warranty; (iv) accidents, misuse, abuse, abnormal use, improper use, negligent use, willful misconduct, lack of reasonable or proper maintenance or storage, repairs improperly performed or replacement parts or accessories not conforming to VENDOR's specifications, use exceeding the recommended and permitted limits of the PRODUCTS, and/or normal wear or deterioration occasioned by the use of the PRODUCTS; (v) any defect or non-conformity that has not been communicated in writing to VENDOR within ten (10) days from the discovery thereof; (vi) operation of the PRODUCTS after being involved in a Mishap, prior to proper inspection and documentation of repairs and approval of VENDOR; (vii) any damage, cost or expense caused by Force Majeure; (viii) or Loss of time, loss of use, inconvenience, loss of profits, lost business, lost business opportunities, damage to reputation, and any incidental or consequential damages arising out of the non-use of the PRODUCTS, or compensation for inconvenience or loss of use while the PRODUCTS are being repaired or otherwise not available or other matters not specifically covered hereunder.

**C. Claims Procedure:** In the event of a defect covered by this Limited Warranty, BUYER shall provide written Notice to VENDOR no more than ten (10) days from the discovery thereof, or ten (10) days from the date it reasonably should have been discovered. To obtain warranty service for the PRODUCTS, including any allegedly defective part, a specific and detailed claim must be in writing, reported to and received by VENDOR in accordance with the terms of this Limited Warranty and within the applicable warranty period. Upon receipt of the written notice of claim, VENDOR shall have the right to inspect the PRODUCTS. In the event of defects which impede the safe operation of the PRODUCTS, or which materially impede operations, VENDOR shall begin the necessary actions (i.e. order spare parts, arrange for travel of a technician, etc.) within forty-eight (48) hours of BUYER's warranty notice, or within forty-eight (48) hours after release of the PRODUCTS by any authorities, whichever is later. In the case of other defects, VENDOR shall begin the necessary actions (i.e. order spare parts, arrange for travel of a technician, etc.) within a reasonable time not to exceed ten (10) business days from VENDOR's receipt of written notice. Repair methods and procedures shall be at the sole discretion of VENDOR.

**D. Damages:** Except as expressly provided by this Limited Warranty, **VENDOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE PRODUCTS OR A CLAIM UNDER THESE TERMS & CONDITIONS, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** Under no circumstances shall the total liability of VENDOR (including any parent, subsidiary and/or related entity of VENDOR, as well as its officers, directors, managers, employees, agents and servants) for any and all matters, causes or thing whatsoever arising out of or related to this Limited Warranty or the PRODUCTS exceed the purchase price for the PRODUCTS. The foregoing statements of warranty are exclusive and in lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

**E. Disclaimer: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN LIMITED WARRANTY.** This Limited Warranty shall be the sole and exclusive remedy available to BUYER with respect to the PRODUCTS. In the event of any alleged breach of any warranty or any legal action brought by BUYER or any third party based on alleged negligence or other tortious conduct by VENDOR, BUYER's sole and exclusive remedy will be repair or replacement of defective materials as stated above.

**F. Transfer of Limited Warranty:** This Limited Warranty is made by VENDOR with only the first BUYER of the PRODUCTS and does not extend to any third parties. The unexpired portion of this Limited Warranty may not be transferred or assigned to subsequent BUYERS. This Limited Warranty expressly replaces all representations set forth by VENDOR with regard to the PRODUCTS, including but not limited to VENDOR's product literature, marketing materials, advertisements and technical specifications. All terms of this Limited Warranty are contractual, and not mere recitals, and constitute material terms of this Limited Warranty.

**G. Other Rights:** BUYER's acceptance of delivery of the warranted PRODUCTS constitutes BUYER's acceptance of the terms of this Limited Warranty. This Limited Warranty gives BUYER specific legal rights, and BUYER may also have other rights which vary from state to state.

**H. Entire Limited Warranty:** This section contains the entire Limited Warranty given by VENDOR in respect of the PRODUCTS and there are no terms, promises, conditions or warranties regarding the PRODUCTS other than those contained herein. VENDOR specifically does not authorize any person to