Warranty Terms and Conditions TRIBOTEC, spol. s r.o.

TRIBOTEC warrants all products manufactured by TRIBOTEC to be free from defects in material and workmanship on the date of sale by TRIBOTEC to the original purchaser of said products. With the exception of any special, extended, or limited warranty published by TRIBOTEC, TRIBOTEC will, for a period of twelve (12) months from commissioning, but no longer than eighteen (18) months from the date of sale, repair or replace any product determined by TRIBOTEC to be defective. This warranty applies only when the products are installed, operated, and maintained in accordance with TRIBOTEC's written recommendations.

This warranty does not cover, and TRIBOTEC shall not be liable for general wear and tear, or any malfunction, damage or wear caused by the following:

- 1. Faulty installation (unless implemented directly by TRIBOTEC),
- 2. Misapplication (by using and operation under non-specified operating conditions),
- 3. Use for non-recommended purposes,
- 4. Use of unsuitable lubricant, using contaminated or degraded lubricant,
- 5. Abrasion,
- 6. Pollutants or fragments,
- 7. Corrosion caused by installation in a non-recommended work environment,
- 8. Inadequate or inappropriate maintenance,
- 9. Negligence, accident or willful harm,
- 10. Using spare parts not supplied by TRIBOTEC,
- 11. Additional installation of parts and components of undelivered or unreconciled TRIBOTEC,
- 12. Incompatibility of TRIBOTEC parts with equipment, accessories or materials not supplied by TRIBOTEC, or by improper design, manufacture, installation or maintenance,
- 13. Inappropriate storage of the product prior to its installation and putting into operation or storage and handling in contravention of the established rules.

This warranty is conditioned upon the prepaid return of product claimed to be defective to TRIBOTEC. If the claimed defect is verified and acknowledged, TRIBOTEC will repair or replace free of charge any defective parts. The repaired or replacement parts will be return to the original purchaser freight prepaid. If TRIBOTEC inspection fails to verify claimed defect in material or workmanship, repairs or replacement will be made at the expense of the original purchaser. Customer to be informed in advance about such an action and expected repair cost. THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

TRIBOTEC's sole obligation and buyer's sole remedy for any breach of warranty shall be as set forth above. The buyer agrees that no other remedy shall be available against TRIBOTEC. Any action for breach of warranty must be brought within two (2) years of the date of sale.

For TRIBOTEC items, whether sold as part of a product or separately but not manufactured (such as electric motors, switches, relays, pressure gauges, etc.), TRIBOTEC accepts a warranty on the duration of the warranty of the complete product to its full extent, has explicitly referred to the buyer in accompanying technical and commercial documentation of the product or in the sales contract. In these cases, TRIBOTEC will provide reasonable assurance to the purchaser when submitting complaints to the manufacturer of the component or component concerned.

In no event will TRIBOTEC be liable for indirect, incidental, special or consequential damages resulting from TRIBOTEC supplying products hereunder, or the furnishing, performance, or use of any products or other goods sold here to.

TRIBOTEC, spol. s r.o.

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