

Limited Warranty for function of the EJOT Solar Fastening Systems JA3 & JZ3

Limited Warranty:

The EJOT Group warrants and represents to the purchaser of EJOT Solar Fastening Systems that the products shall be free from defects in material and workmanship under normal and expected use and service for the express period of warranty set forth below.

Period of Warranty:

The period of warranty is 10 years and starts on the date of purchase by the initial purchaser.

Warranty terms:

This warranty is valid only within the express period of warranty. This warranty is limited to either the repair or replacement, at the EJOT Group's sole option, of any defective product. Repair or replacement will only be carried out for the benefit of the direct purchaser of EJOT products. The purchaser shall pay all shipping charges for return of a defective product. For a product returned within 1 year of the date of initial purchase, the EJOT Group shall pay all shipping charges for shipment of the repaired or replacement product, as the case may be, to the purchaser. For a product returned more than 1 year after the initial date of purchase, the purchaser shall pay all shipping charges for shipment of the repaired or replacement product, as the case may be, to the purchaser. A warranty claim can only be confirmed upon presentation of the defective product, the contract receipt and lot number.

Warranty exclusions:

This limited warranty does not apply if the product is improperly installed or assembled, misapplied, abused, altered or otherwise misused in any way, including, without limitation:

- Inappropriate and improper use
- Faulty or negligent treatment
- Failure of installation and assembly instructions
- Changes and self-repairs
- Improper use with chemical and physical resulting effects on the material surface
(e.g. damage caused by sharp objects)
- Use of third-party parts (i.e., non-EJOT parts or non-EJOT specified vendor parts)

Note that professional installation by an expert is required. The following assembly instruction indicates how the installation of the EJOT Solar Fastening is properly carried out and which points must be followed. Nevertheless, the following points must be guaranteed by the installer:

- It must be ensured that the use of EJOT solutions and other products are suitable for the application and installation environment.
- The project must be confirmed according to structural analysis.
- The installer must have sufficient knowledge and ability to carry out the assembly.
- Only EJOT products or EJOT specified vendor parts are allowed to be used. The use of third-party parts will void the warranty.

DISCLAIMER:

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE EJOT GROUP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY PRODUCT. ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING OUT OF ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXCLUDED.

WHILE THE EJOT GROUP AND ITS REPRESENTATIVES MAY, FROM TIME TO TIME, OFFER RECOMMENDATIONS AND ADVICE WITH RESPECT TO USE OF THE PRODUCTS, IT IS UNDERSTOOD THAT ANY SUCH RECOMMENDATIONS AND ADVICE ARE NOT WARRANTIES BY THE EJOT GROUP AND THE PURCHASER WILL ACT UPON ANY SUCH RECOMMENDATIONS AND ADVICE AT THE PURCHASER'S SOLE RISK.

Purchaser's Remedies:

The purchaser's exclusive and sole remedy on account of or in respect to the furnishing of a defective product shall be to secure repair or replacement thereof as described above. The EJOT Group shall not in any event be liable for the cost of any labor expended on any such product or for any special, direct, indirect, consequential or incidental damages (including, without limitation, loss of business or lost profits) to anyone by reason of a defective product. The EJOT Group shall not in any event be liable for damages of the purchaser relating to patent or trademark infringements.

Warranty Claim Process:

For complaints, please contact your supplier directly to present the defective product, the contract receipt and lot number.

Validity of general terms and conditions:

Overall the standard business conditions of the EJOT Group are valid. These terms and conditions can be reviewed on our website www.ejot.com under EJOT Group in the footer.