

# WARRANTY & DISCLAIMER

## Warranty and Disclaimers

Fingersafe® USA, Inc., hereinafter “Fingersafe®”, warrants all merchandise manufactured by it and bearing its name to be free from defects in material and workmanship on the date of sale by an authorized Fingersafe® distributor to the original purchaser for use. As purchaser’s sole remedy for breach of this warranty, Fingersafe® will, for a period of 2 years from the date of sale. Repair or replace any part of the merchandise proven defective. This warranty applies only when the merchandise is installed, operated and maintained in accordance with Fingersafe®’s written recommendations.

This warranty does not cover, and Fingersafe® shall not be liable for, any malfunction, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution with non-Fingersafe® component parts. Nor shall Fingersafe® be liable for malfunction, damage or wear caused by the incompatibility with Fingersafe® equipment of structures, accessories, equipment or materials not supplied by Fingersafe®, or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by Fingersafe®.

This warranty is conditioned upon the prepaid return of the product claimed to be defective to an authorized Fingersafe® distributor for verification of the claim or other arrangement agreed to in writing by an authorized Fingersafe® distributor. If the claimed defect is verified, Fingersafe® will repair or replace free of charge any defective merchandise. The merchandise will be returned to the original purchaser FOB Origin. If inspection of the merchandise does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labor and transportation.

## Disclaimers and Limitations

The terms of this warranty constitute purchaser’s sole and exclusive remedy and are in lieu of any other warranties (express or implied), including warranty of merchantability or warranty of fitness for a particular purpose, and of any non-contractual liabilities, including product liabilities, based on negligence or strict liability. Every form of liability for direct, special or consequential damages or loss is expressly excluded and denied. In no case shall Fingersafe®’s liability exceed the amount of purchase price. Any action for breach of warranty must be brought within two (2) years of the date of sale.

## Merchandise Not Covered by Fingersafe® Warranty

Fingersafe® makes no warranty, and disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to accessories, equipment, materials, or components sold but not manufactured by Fingersafe®. Items sold, but not manufactured by Fingersafe®, are subject to the warranty, if any, of their manufacturer. Fingersafe® will provide purchaser with reasonable assistance in making any claim for breach of their warranties.