

WARRANTY INFORMATION FOR PRODUCTS SUPPLIED BY SVÄRDSJÖ MEKANO AB

Note: *Svärdsjö Mekano AB* is referred to in this document as: Supplier, Main supplier, Main manufacturer, Svärdsjö Mekano AB.
The Purchaser is referred to in this document as: Customer, Client.

§ 1. Preamble

This information describes the Supplier's established terms and conditions (T&C) regarding warranty for applicable purchased products from the Supplier, which applies only to the original Customer / Buyer. Any warranty claims, inquiries, etc. must be accompanied by the Supplier's project number and the Customer's order number for the transaction when the product was first purchased, as well as the product serial number, or the serial number of the product in which the component concerned is included or added etc. These numbers apply as your warranty Number (the Supplier does not offer any warranty service without these numbers).

§ 2. What is covered by this Warranty?

• **This warranty for current products only applies during the stipulated warranty period under the following conditions:**

- For damage or other errors etc. on the product (s), e.g. defects in material, construction or other form of structural defect etc. caused by a proven failure of origin.
- The product (s) must have been used in accordance with stated guidelines and instructions, either by oral- and / or according to instructions and guidelines etc. as set out in the accompanying documentation and accompanying annexes and other relevant information (if any), i.e. maintenance and operation / handling etc. of the product (s) must have been carried out correctly and under normal operating conditions (Note: the Customer has the burden of proof to show that this is the case in the event of a possible warranty claim etc.).
- A Warranty Claim must have been notified to the Supplier within the applicable Warranty Period.

Note: Requirements, terms and conditions etc. other than the above described may also be applicable.

§ 3. What does NOT this Warranty cover?

• **This Warranty for current products does NOT apply to damage or other defects and problems etc. caused by e.g. the following:**

- Unauthorized modification or other unauthorized interventions etc. on the product (s).
- Unauthorized handling and operating of the product by unauthorized personnel or other non-legitimate third parties.
- Incorrect maintenance-, operational and handling procedures, or failure to follow the instructions and guidelines set out in the accompanying documentation / manual and annexes, as well as other relevant information etc. applicable to the product (s).
- **Force Majeure** incidents, e.g. natural disasters, wars or other unforeseen events leading to damages, or otherwise adversely affects the product (s) concerned in a negative way.

Note: Circumstances other than those mentioned above may also arise, which may lead to a warranty claim being rejected by the Supplier. Furthermore, a warranty claim will **not** be accepted by the Supplier, in the event that specified and required maintenance procedures for the product (s) have not been properly performed and documented in accordance with oral instructions and / or with the stipulated guidelines, directives, terms and conditions etc. specified in accompanying documentation and related annexes (see § 5 below).

§ 4. How long is the warranty for delivered products and spare parts valid?

- The Warranty period for **Delivered systems** takes effect on the date when the installation of applicable product (s) is completed at the Customer's installation site, and is valid for **24 months** from that date.
- The warranty period for **Delivered spare parts** (purchased from the Supplier's authorized subcontractors) comes into effect from the date when ordered product (s) are delivered to the Customer's desired place of delivery, and is valid for **24 months** from that date.
- Spare parts purchased by Svärdsjö Mekano AB at the Customer's request from suppliers other than Svärdsjö Mekano AB's accredited suppliers, are only covered by that supplier's eventual warranty terms.

Note: For information on an possible extension of the original Warranty Period, see page 2, § 8.

§ 5. Important!

- It is the on site maintenance personnel's responsibility to correctly note (fill in) the document "**Product Maintenance Note (PMN)**" (see page 3) after when the mandatory maintenance procedures / service etc. has been carried out on the product (s) in accordance with the directives specified in the accompanying documentation and annexes etc. (if such maintenance is mandatory). This is furthermore a requirement for the warranty to be fully valid throughout the warranty period. In addition, it is the Customer's responsibility to inform relevant on-site maintenance personnel etc. of this requirement.
- In the event that a warranty claim is submitted to the Supplier, a copy of the documents "**Notification of Warranty Claim (NWC)**" (see page 4) and "**Product Maintenance Note (PMN)**" (see page 3) must be submitted to the Supplier within the warranty period, but no later than **10 days** after that a damage, error or any other issues etc. on the product (s) has occurred that cannot be rectified by the Customer's own technicians on site.

Note: The "**Product Maintenance Note (PMN)**" document **must also be available for inspection** at an ordered service / repair visit etc. on site if the Supplier's technician so requests. This is to enable the Supplier to determine if the required maintenance procedures for the product (s) concerned have been carried out correctly, and in accordance with established directives and guidelines etc. (which can determine whether or not an eventual warranty claim can be approved or not).

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§ 6. What does the Supplier do if a Warranty Claim is made during the Warranty Period?

- The Supplier will carefully inspect the damaged / defective product to determine whether a warranty claim can be approved or not.
- If the Supplier determines that such warranty claim meets the Supplier's terms and conditions etc., the Supplier will either repair, use new or refurbished spare parts, etc. to restore the affected product to its original correct and functional condition.
- If the Supplier determines, and thus determines that a submitted warranty claim does **NOT** meet the Supplier's stipulated terms and conditions, such a warranty claim will therefore **NOT** be approved.

§ 7. Processing times

- Processing times for e.g. repairs, replacements, renovations, etc. of a product and / or any of its included constituents, depends on the extent of the investigations and possible actions etc. that the Supplier and / or the subcontractor must perform to determine the extent, cause and origin etc. of such damage / defective, etc. Furthermore, such procedures are normally performed at the Supplier's- or the sub supplier's premises, or if necessary, at the site where the product (s) is located. These procedures may be more or less time-consuming depending on the extent and type of damage / error etc., which affects and determines the processing time for a possible approval of a warranty claim.
- Due to the above reasons, processing times cannot be accurately estimated for all damaging events that may occur on the product (s) and its components. But we always strive to give our Customers the fastest possible processing times for all eventual warranty claims.

§ 8. Extended Warranty Period

- **If the Customer requests an extension of the original Warranty Period for purchased products, the following applies:**

- The documents "**Product Maintenance Note (PMN)**" (see page 3) and "**Application for Extended Warranty Period (AEW)**" (see page 5) for each product concerned, **must** be submitted to the Supplier no later than two (2) months prior to the original Warranty Period has expired.
- The Supplier reserves the right to approve (or reject) an requested extension of the original warranty period, as well as to determine the terms and conditions, etc. for such an extension.
- If an extension of the original Warranty Period is approved by the Supplier, an additional charge will be added for each applicable product. The cost of such an extension will be notified approximately **one (1) month** prior to the original warranty period has expired.
- An extension of the original warranty period is not accepted if the product (s) - according to our opinion and without our permission, is - or has been subject of e.g. unauthorized modifications, repairs and other incorrect interventions, improper maintenance and / or faulty operational handling in a manner that clearly violates the stated directives and guidelines etc. specified in the accompanying documentation and annexes and / or by oral instructions etc.

Note: Other reasons may also exist that results in a inquiry for extension of the original warranty period is being rejected.

§ 9. What do you need to do to file a Warranty Claim??

- The Customer must in writing notify the Supplier about a possible warranty claim together with the documents described on page 1, § 5 during the effective warranty period. When this is met, the Supplier will assess the notified warranty claim and inform the Customer of the result of this assessment as soon as possible.
- If you need assistance with a warranty claim, please contact Svärdsjö Mekano AB (see contact information in the footer below).

§ 10. Supplementary Warranty Information

- All components included in the product (s), which are either repaired- or new and installed by the Supplier during the warranty period, apply in accordance with the terms and conditions described in this document, except for normal wear and tear, or for components that have been subjected to improper use. , substandard maintenance or for damage caused by **Force Majeure** events etc.
- If the Customer chooses to carry out any type of installation work himself on the product (s) using third-party components during the warranty period, whether such components are new or have been repaired / renovated, etc., the Customer must inform the Supplier in writing of how such installation is planned to be carried out, and what type and model etc. of component (s) that will be used if the warranty for the concerned product is to continue to apply. The reason for this is for the Supplier should be able to determine whether such installation is advisable or not, and to avoid risks of, for example: damage to the product (s), the environment, personal injury and to prevent any disputes regarding warranty claims between the Parties etc. If this is not fulfilled, the Supplier's warranty for the concerned product (s) will be terminated.
- If such installation of one or more third-party components performed by the Customer is approved by the Supplier, the Customer must submit a detailed written installation report to the Supplier within **one (1) week** of completion of the installation. This is for the Supplier to be able to determine whether the installation has been performed correctly, and on this basis of this will the original warranty period either continue as before, or be terminated in whole or in part.
- The Supplier's warranty for the product (s) does **NOT** apply to components purchased by the Customer from a third-party supplier that is not authorized by the Supplier, if being installed on the concerned product (s) by the Customer or any other third party. In such cases, it is this third party supplier's warranties (if any) for such components that apply. The Supplier also does not accept responsibility for the continued safety and function of the product (s), etc., or for any defects / damage to the product or the environment, or for any form of personal injury etc., which has been proven to have been caused by such third party component.

Application for Extended Warranty Period (AEW)

! This document applies for application for a possible extension of the original warranty period for applicable product. This application must be submitted together with the document (PMN), and be received by the Supplier no later than two (2) months before the original warranty period expires. The Customer will be notified whether such an extension is approved or not before the original warranty period ends. Upon approval, only the Supplier determines the duration of this extended warranty.

Note: This document must be signed by the applicant (*see bottom of this page*).

Date of application: _____

Customer(company): _____

Address: _____

Reference: _____

Telephone: _____

Email: _____

Manufacturer: Svärdsjö Mekano AB

Address: Bengtsheden 195

790 23 Svärdsjö - SE

Telephone: +46 (0)246-602 10

Email: mail@svardsjomekano.se

Mandatory information:

Reason for application: _____

Type of product: _____

Serial number: _____

Installation location: _____

Installation date: _____

Commissioning date: _____

Attached document: "Product Maintenance Note (PMN)" (*see page 3*).

Applicant's confirmation: The applicant hereby certifies that the directives set out on page 2, § 8, Extended Warranty Period (as well as all other directives set out in this document), are fully accepted: Yes

Note: In order for the Supplier to determine whether a inquiry from the Customer regarding an extension of the original warranty period for the product applicable for this document can be approved or not, the checkbox above must be selected / ticked.

Applicant's signature: _____

Date: _____

Printed name: _____

Location: _____