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## Warranty terms and conditions

## 1 General

- 1.1 AS Nuia PMT (Manufacturer) provides its manufactured hydraulic cylinders (the "Product") with a 1 (one) year warranty against any defects in design, workmanship and material.
- 1.2 The warranty period begins on the date of the invoice issued to the Purchaser. The guarantee is based on invoice proving the purchase.
- 1.3 The following information must be provided to the Manufacturer in order to initiate the warranty procedure:
  - a) Claim number created by the Purchaser.
  - b) Product number.
  - c) Serial number engraved to the cylinder bore (DOT print). Is located in front of the rear oil port.
  - d) Description of the error with the image material.
- 1.4 After the Warranty Procedure has been initiated, the Manufacturer will decide whether to request a replacement for the cylinder or to provide another solution.
- 1.5 During the warranty period, the Purchaser shall be entitled to the legal rights and terms and obligations set forth herein.
- 1.6 The validity of the warranty is subject to the conditions set out in this document and in the operating and maintenance manual.
- 1.7 The Purchaser is obliged to submit a claim to the Manufacturer regarding the quantity and visual quality of the Products within 30 (thirty) calendar days at the latest. Claims for hidden defects (welded joints, seals, etc.) shall be subject to a claim within 12 (twelve) months. The Manufacturer shall not be obliged to consider any later claims.
- 1.8 Any claim by the Purchaser of the quality of the Goods is only valid if the Product has been stored and used in accordance with the manufacturer's instructions.

## 2 Responsibility and warranty

- 2.1 The warranty covers defects in the design, manufacture, materials and workmanship of the Product, and any defects caused to the Product by such defects, which have been notified in writing to the representatives of the Manufacturer. The warranty covers the above repair costs.
- 2.2 With a new cylinder, there may be a slight release of oil between the gland. However, this is not a leak, but the assembly oil moves out of the thread.
- 2.3 The repair of defects covered by the Product is organized and carried out by the Manufacturer. The period during which the Product could not be used normally due to defects and the Product was under warranty repair shall be added to the standard warranty period.

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## 3 Warranty limitations

- 3.1 This warranty applies only if the Product is installed, used and maintained in accordance with the original design data provided to the Manufacturer and the "Instructions of use and maintenance of the hydraulic cylinders" manual.
- 3.2 The warranty does not cover failures or damage caused by parts, materials or components attached to the product that are incompatible with the intended use of the product.
- 3.3 The warranty does not cover failures or damage resulting from incorrect installation, operation or maintenance.
- 3.4 The warranty does not cover changes in Product characteristics when product is unmaintained.
- 3.5 The warranty does not cover damage to the paintwork or surface of the product corrosion damage, and natural wear or tear on the product that does not affect the intended use of the product, such as surface scratches or wear.
- 3.6 In the event of disagreement between the Parties, the Parties may call upon an independent expert. The costs of the examination shall be borne by the contracting authority.
- 3.7 In the event that the inspection and verification of the alleged defect establishes that the Product is in conformity, the Claimant shall bear the cost of the verification. In the event of disagreement, the case shall be settled in accordance with the procedure prescribed by law.
- 3.8 Warranty inspection and work shall be carried out only by a representative of AS Nuia PMT, unless otherwise agreed between the Manufacturer and the Purchaser.
- 3.9 The warranty does not apply if the invoice has not been paid for the Product.