



Limited Warranty, Limitation of Remedies and Liability

All products, in particular conveyor belts and/or machinery and expansion joints sold by FKP Polymer Technik GmbH or thru the affiliated Nordaco Engineering s.r.o. ("Supplier") shall be supplied solely and exclusively on the limited warranty and limitation of remedies and liabilities set forth herein unless specifically altered by written agreement as part of a supply contract.

Supplier warrants only that Products supplied by suppliers manufacturer, when shipped, are free from defects (within normal industry allowances) of material and workmanship when properly installed and used for the intended purpose and operated under normal service conditions for a period of one (1) year after the date of tender and delivery; provided, Buyer gives Supplier written notice of any such defect within the warranty period. Claims not made within the such one year period, or any other period agreed expressly in writing by the Supplier shall be barred. Defective and nonconforming Products must be held for Supplier's inspection and returned to Supplier upon request. Normal wear and deterioration are excluded. Manufacturer does not warrant Products which have been subject to misuse, negligence, carelessness, accident, overloading, improper maintenance, service adjustments, and improper actions by someone other than Supplier, alterations, modifications or replacements. This warranty does not apply to normal maintenance, service adjustments or replacements. Products that are repaired or replaced during the warranty period will be covered by foregoing warranty for the remainder of the original warranty period or 90 days, whichever is longer. Notwithstanding the foregoing, goods and parts not supplied by or on behalf of the Supplier and work not performed or authorized by Supplier or his appointed representative or the original manufacturer are warranted only to the extent (and in the manner) that they are warranted to Manufacturer by Manufacturer's vendors, that such warranties can be passed to Buyer, and that it is reasonable to enforce such warranties. Supplier shall have no obligation to enforce any such warranties unless Buyer expressly agrees to pay all costs (including, without limitation, attorney fees and court costs) associated with such enforcement. THE WARRANTIES STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHETHER ORAL, WRITTEN, IMPLIED, EXPRESSED, STATUTORY, OR ARISING BY LAW OR CUSTOM, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PRODUCTS MADE PURSUANT TO BUYER'S SPECIFICATIONS, WHETHER THE PRODUCTS ARE USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES OR DEVICES.

Buyer's sole and exclusive remedy against Supplier for any breach of warranty shall be, at Supplier's option, either (i) the repair or replacement of defective Products or any parts found by Manufacturer to be defective without charge by Manufacturer or (ii) a refund of an equitable portion of the new purchase price of defective Products. The Products must be returned to Manufacturer's factory, transportation charges prepaid and accompanied by a claim in writing. SUPPLIER'S LIABILITY SHALL NOT EXCEED THE NET PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR DAMAGES RELATING TO SUPPLY, PAY FOR LABOR DOWNTIME OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THESE LIABILITY LIMITATIONS AND EXCLUSIONS SHALL APPLY REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING MANUFACTURER'S LIABILITY.

FKP-Polymer Technik GmbH; Max Kahregg, 25 A-3400 Klosterneuburg

HG/LG Korneuburg FN 412805t
UID-Nr. ATU68528818
EORI Nr. ATEOS1000060060

Geschäftsführer: Norman Thorp
ARA LN 10700

HYPO NOE AG IBAN: AT91 5300 0024 5502 1645 BIC: HYPNATWW
OBERBANK AG IBAN: AT33 1515 1042 0107 4582 BIC: OBKLAT2L
Sitz der Gesellschaft: 3400 Klosterneuburg