

Product Warranty

KStrong warrants to you, as the Purchaser of the Product, that the Product is free from defects in material and workmanship under normal use and service.

If the product is found to be defective within the warranty period, KStrong, at its sole discretion, may either i) repair the product; or ii) replace the product with a comparable product which may be new or remanufactured; or iii) or provide a credit for future purchase, less a reasonable allowance for usage, upon its return.

Warranty Period

This limited warranty is valid for two (2) years from the date of purchase by the customer. In the event the date of purchase by the customer cannot be established by a valid Warranty Registration or other evidence reasonably acceptable to KStrong, the warranty will run from the date of manufacture of the product.

Limitations

KStrong does not warrant the following:

- Periodic check-ups, maintenance and repair or replacement parts due to normal wear and tear
- Carry out periodic examinations as required by the product user instruction manual and EU or other certification bodies
- Defects caused by modifications carried out without KStrong approval
- Costs incurred by KStrong in making any adaptations or modifications of a product necessary for country specific technical or safety standards or specifications, or any other costs to adjust the product as result of any specifications which have changed since the delivery of the product
- Damage resulting from the fact that a product is not conforming to country specific standards or specifications in another country than the country of purchase
- When product shelf life is expired

Warranty repair service/replacement is excluded if damage or defects have been caused by:

- defects resulting from irregular wear and tear, misuse, neglect or failure to carry out the inspection/certification procedure recommended by KStrong and EN 365: 2004.
- defects in goods which have been modified by someone other than KStrong / person authorized by KStrong
- defects in goods on which the identification numbers or marks have been altered or removed
- defects in goods resulting from the use of a part or attachment or equipment fitted by someone other than KStrong
- Where, without the prior approval in writing of KStrong, the goods contain components not listed on the KStrong price list.

Limits of KStrong' s Liability

This Limited Warranty sets out the full extent of KStrong's responsibilities and the exclusive remedy regarding the Product.

All implied warranties, including without limitation, implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. IN NO EVENT SHALL KSTRONG BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION TO, COMMERCIAL LOSS OF ANY SORT, LOSS OF USE, LOSS OF PROFITS, LOSS OF REPUTATION, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL, INCONVENIENCE, OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

No agent, representative or employee of KStrong is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of KStrong regarding the Product or this Limited Warranty, unless same be in writing and signed by an authorized officer of KStrong.

KStrong's Obligations

Provided the Product is returned in accordance with the terms of this Limited Warranty, KStrong will repair or replace the Product, at KStrong's sole discretion, without charge. KStrong may, at KStrong's discretion, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

Fixed Line System Warranty

KStrong systems are produced with extreme precision. Should there be a manufacturing defect within 2 years of purchase, KStrong will repair the components or replace at its sole discretion. All components and parts are warranted for two (2) year as per our Product warranty.

The Fixed line Warranty does not cover:

- Deficiency arising from misuse of the equipment
- Malfunction due to faulty installation of the product if not installed by KStrong certified installers
- The equipment is not to be user maintained and must be maintained exclusively by certified inspectors and installers. The warranty is void if attempts are made to repair or modify/open the equipment by the end user
- When product shelf life is expired

KStrong does not provide system/function warranty only a warranty for the workmanship of the products.

The KStrong installed systems are made of corrosion resistant stainless steel. Some components for greater protection are also CED coated. **KStrong systems are thus warranted for 20 years (15 years in Marine environments) so long as the system is inspected annually and maintained after inspections by a KStrong Certified inspector according to requirements of EN 365.2004.** It is the responsibility of the system user to provide proof of inspections done by KStrong certified inspectors to maintain warranty and certifications.

Should inspections not be performed annually as per above, the systems' warranty becomes null and void.

Shelf Life

Subject to the compliance of storage conditions recommended in the user manual, the shelf life of KStrong products is 10 years for soft goods (Harness /Lanyards etc.) and 20 years for metal components (Fall arrestors/Fixed Line systems etc.). Shelf life starts from the date of manufacturing as indicated on the product label.

Usage life starts from date of first use and depends on extent of use, wear and tear, correct usage, environmental conditions etc. EN 365:2004 mandates all fall arrest equipment to be inspected prior to each use and minimum once annually by a competent person. The product is retired when it crosses the shelf-life period or a non-conformity/ or failure is observed during a pre-use inspection.

Once subjected to a fall, the fall protection equipment shall be immediately removed from service. Should repair be possible, service shall be resumed only after successful repair and inspection by a KStrong Authorised service centre.

Disclaimer

The user shall ensure that the product shall be compatible with the other personal fall protection equipment used and is in conformance with those recommended for use by KStrong.

All user instruction manuals must be read before use. It is assumed that the user is trained to use the products and is aware of fall arrest techniques. KStrong and its affiliates, sister concerns, partners, shareholders, directors, employees, agents, representatives, trainers shall not be held responsible for accidents arising out of improper use of the products and shall not be liable for any incidental, punitive or consequential damages of any nature, including without limitation, loss of profits, revenues, goodwill or productivity, or for bodily injury or death or loss or damage to property, under any theory of liability including without limitation, contract, warranty, strict liability, tort (including negligence) or other legal or equitable theory.

Third-Party Installations by uncertified installers are not recommended for these products. In case of third-party installations, KStrong shall not be held

responsible for any failure of the product in its intended use and the product shall be deemed to be out of warranty.

Other than this warranty, no other oral or written information, advice, commitment or warranty given by KStrong, its distributors, directors, officers, agents or employees shall create any different or additional warranties or in any way increase the scope or liability of KStrong or of this warranty.

This warranty shall be governed by the laws of the UK and all liabilities arising out of or in respect of the product shall be subject to the jurisdiction of the competent courts in London, England, irrespective of the jurisdiction where it is supplied, purchased or procured from.