

## WARRANTY TERMS

The warranty from Nordic Traction Group Oy and its manufacturing units Clark Tracks Ltd and Nordic Traction Oy (henceforth referred to as the manufacturer) covers the defects of tire chains, tracks and spare parts it has manufactured caused by material or faulty workmanship according to following terms:

### 1. DEFINITIONS

- The customer in these warranty clauses refers to the final user of product (private individual, a contractor, a firm etc.).
- The seller refers to an authorized importer, a distributor, a dealer or their agent.

### 2. PERIOD OF GUARANTEE

#### Chains

- The warranty is valid for 24 months from the date of purchase.

#### Tracks

- The warranty is valid for 12 months or 2000 hours, whichever is reached first from the date of purchase.

A customer must prove the date of purchase as defined in this warranty document. Notice of defects must reach the manufacturer within the period of guarantee. In case a defect occurs, more exact instructions for the course of action are given in section 5.

### 3. LIMITS OF GUARANTEE AND DEFECTS

When estimating the defect falls within the warranty, the following criteria are used as the basis of estimation:

#### Chains

- Hardness: Hardness of case-hardened product parts of traction chains
  - in thickness 11 mm and up is less than 500 Hv (470 HB) 0,5 mm from the surface or under 700 Hv (570 HB) on the surface.
  - in thickness up to 10 mm is less than 400 Hv (375 HB) 0,5 mm from the surface or under 650 Hv (550 HB) on the surface.
- Studs: More than 10 % of the original number of studs have come off.
- Strength: repeated breakages, which have occurred in the chain links, are found to be due to defective welding.
- Structural defects: the product has been assembled defectively in such a manner that its structure does not correspond to the manufacturer's existing design.

#### Tracks

- Hardness: Hardness of all wear parts between 450 Hv (420 HB) and 530 Hv (500 HB).
- Studs: More than 10 % of the original number of studs have come off.
- Plate breakages on the track which are found to be due to defective material or defective welding.

### 4. LIABILITY LIMITATIONS

The warranty does not cover defects due to the following causes:

- Defects due to transport or storage.
- The product has been used for a purpose different from it has been originally designed.
- Product is not used or installed in accordance with the manufacturer's instructions.
- Product has been mounted on a tire of different size or type from the tire it has been designed for.
- Structural modifications has been made to the product without manufacturer's approval.
- Repair of the product has been done defective or damage is caused by using other spare parts than accepted by the manufacturer.

In addition to the above and section 3, the following must be taken into account because of the working conditions of product:

- The warranty does not cover defects caused by normal wear. Because of varying working conditions, a limit for the resistance of abrasion based on time of use cannot be given, but the estimation is based on hardness (see section 3).

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- Even in normal use for tire chains and tracks, an extremely heavy load may rest possibly on an individual part of a small area of the chain mat or track. For this reason, regardless of what is said in section 3, an incidental breakage of a few links or plates or other part cannot be reasonably considered to fall within the warranty.
- The manufacturer does not answer for the suitability of the tire chain or track for a particular tire nor the problems caused by keeping a chain or track on the tire, if the tire deviates considerably from the standard tires generally in use and/or if the problems are due to exceptional working conditions.

### 5. THE COURSE OF ACTION IN CASE OF A DEFECT

- In case of a defect, the customer must inform the seller or the manufacturer directly within the period of guarantee.
- The customer is obliged to prove the date of purchase by showing the cash receipt or equivalent document showing the purchase date given by the retailer when requested.
- Digital pictures have to be delivered to the manufacturer for failure verification, when required by the manufacturer.
- The customer is also required to inform the seller or the manufacturer of all the facts needed in the procedure, for example:
  - accurate information to identify the size and type of chain
  - track serial number
  - tire facts and machine/vehicle
  - working conditions
  - number of hours used
- The receiver of the notice of defect will register the notice and give customer instructions for further measures and a complaint/claim number.
- In case of return of the product or a part thereof, at the request of the manufacturer for examination or repair, the manufacturer shall be responsible for the freight charges unless agreed otherwise.
- The consignment must be marked both with the name and address of the complainant and the complaint number given by the manufacturer.
- The manufacturer is not responsible in the case of goods returned with an incorrect address etc.
- The manufacturer is not held responsible for the returns, which have been sent without agreement beforehand.

### 6. COMPENSATION FOR DAMAGE

When a defect is found to fall within the warranty, the manufacturer will suggest different measures, such as:

- The customer or the seller will repair the product according to instruction given by the manufacturer. The manufacturer shall supply the necessary parts, if needed.
- Product will be returned for repair.
- Product will be replaced by new ones.
- Product will be refunded.

If it is a question of a refund, the benefit received by the client before the defect occurs, shall always be estimated and the amount shall be deducted from the refund. However, the acceptable refund for product that have been in use shall be no more than 85 % of the original value.

### 7. LIMITATIONS OF COMPENSATION

- Manufacturer's liability for compensation is confined only to defects in product.
- The manufacturer does not accept liability for any losses of production, unreceived gains of any other indirect damages caused by the defect.
- The manufacturer does not accept liability for any costs of repairs done by the customer of the seller unless it has been agreed upon beforehand.

### 8. UNFOUNDED NOTICE OF DEFECT

If it is found in the examination of a product that the product is not defective despite of a customer's notice and/or that when giving the notice of defect, a customer has given false information apparently on purpose, the customer is obligated to compensate the expenses of freight, work etc. to the manufacturer and/or the seller.