

TuffTrak Limited Warranty

1. What is covered by the warranty

Zigma Ground Solutions Ltd warrants to the original purchaser only, that the product TuffTrak that is the subject of this sale (a) conforms to Zigma Ground Solutions Ltd published specifications, and (b) is free from defects in material and workmanship.

The duration of this warranty is twelve months. If the purchaser discovers within this time a failure of the product to conform to specifications or a defect in material or workmanship, it must promptly notify Zigma Ground Solutions in writing, [but not later than 30 days after expiration of the warranty] of the exact manner in which the product was so defective, the conditions of usage which gave rise to such claims, and deliver to Zigma Ground Solutions therewith a representative sample or other evidence [details of which will first be agreed with Zigma Ground Solutions] exemplifying the claimed defects, for examination.

Should the product prove to be defective as set forth above, then Zigma Ground Solutions at its own cost and expense replace with new and ship to the purchaser, replacement product for all those items demonstrating such defects that are shipped back prepaid to its depot.

2. Obligations of Zigma Ground Solutions in respect of defective Metal Parts

Should the failure of the product to conform result from defective metal parts [incorporating the metal corner plates, the threaded insert for the connecting bolts or the metal ferrule forming part of the lifting hole] then Zigma Ground Solutions reserves the right to provide at its own cost and expense replacement parts or make the TuffTrak product free of any defects.

3. Obligations of Purchaser

The purchaser is required to comply with the product transport, handling, storage and maintenance requirements of Zigma Ground Solutions. This information can be downloaded from www.zigmagroundsolutions.com under 'Installation and Depot Handling Guide'.

4. Exclusions from Warranty

Zigma Ground Solutions Ltd does not warrant, and is not liable for:

- (a) any product not manufactured by Zigma Ground Solutions Ltd or,
- (b) defects and damage caused by failure to provide a suitable installation environment,
- (c) defects and damage caused by failure to comply with the recommended installation guidelines.
- (d) damage caused by use of the product for purposes other than those for which it was designed,
- (e) damage caused by loading beyond the product's design specifications,
- (f) damage or loss caused by disasters such as fire or flood,
- (g) damage caused by unauthorized attachments or modifications,
- (h) deterioration resulting from fair wear and tear,
- (i) damage during shipment, storage, mishandling or any abuse by the purchaser or their customers, agents or representatives.

5. Warranty of Title.

In addition to the warranties set forth in the previous paragraphs Zigma Ground Solutions Ltd warrants that it has good title to the product free of any encumbrance.

6. Disclaimer of Warranty.

The foregoing warranties are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

7. Limitations of Remedies.

In no case shall Zigma Ground Solutions Ltd be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict tort, or any other legal theory whether allegedly caused by Zigma Ground Solutions Ltd, its employees or agents, or the product.

8. Time limit for Legal Action.

Any legal action for an alleged breach of warranty must be commenced within 14 days following notification in writing to Zigma Ground Solutions about the alleged breach.

9. No other Warranties.

Unless modified in writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No agent, representative or employee of Zigma Ground Solutions Ltd, or any other party, is authorized to make any changes to this warranty or make any warranty in addition to those made in this agreement.

10. Allocation of Risk.

This agreement allocates the risks of product failure between Zigma Ground Solutions and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods.

The purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.