



NORMA Pennsylvania, Inc. Products LIMITED WARRANTY POLICY

IMPORTANT: BY USING THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED WARRANTY AS SET OUT BELOW. THE LIMITED WARRANTY ALSO MAY BE FOUND ONLINE AT www.normaAmericaDS.com

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WHAT IS WARRANTED AND COVERED BY THIS LIMITED WARRANTY?

NORMA Pennsylvania, Inc. located at address 2430 E Walton Blvd., Auburn Hills, Michigan ("we", "our" or "NORMA") warrants that during the Limited Warranty period (defined below), the Product will be free from defects in materials and workmanship subject to the terms of this Limited Warranty document. This Limited Warranty is specific to this Product and is for the original Customer (defined below).

There are no other warranties, express or implied, made by NORMA except as expressly set forth in this Limited Warranty document.

WHAT PRODUCT(S) AND BRAND(S) ARE COVERED BY THIS LIMITED WARRANTY

ABA®, BREEZE®, Torca®, R. G. Ray®, and FiveStar products, including AccuSeal®, Aero-Seal®, Constant-Torque®, DuraSeal®, EasySeal®, Euro Coupler, Hi-Torque, Make-A-Clamp®, NORMACLAMP, NORMACONNECT, NORMAFIX, NORMAQUICK, Power-Seal®, Safeseal, T-Bolt Clamps, TorcTite® Torro, V-Band clamps. For a complete list see our online catalog at www.normaAmericasDS.com

WHO IS COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty covers only the end user on whose property the Product is originally installed. This Limited Warranty is non-transferable and non-assignable. This Limited Warranty does not extend to any distributors of the Product, or contractors who purchase, receive, or install the Product, or subsequent owners or other transferees of the Product. NORMA shall have no obligations for claims made under a warranty in the event that the Customer attempts an assignment of the Customer's rights under this Limited Warranty.

WHAT IS THE SCOPE OF THIS LIMITED WARRANTY AND WHAT ARE YOUR REMEDIES?

During the Warranty Period, we will in our sole discretion either (a) replace the defective Product (or defective components thereof) or (b) refund the purchase price to you for the Product. NORMA's obligations do not include labor or other services associated with the removal or reinstallation of the Product. In no event will NORMA's responsibility extend to any componentry, equipment, or apparatus other than the Product manufactured by NORMA.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover and excludes: (A) any Product which has been (i) damaged by transportation, storage, abuse, neglect, negligence, misuse, improper use, abnormal physical stress, or abnormal environmental conditions, (ii) modified, (iii) installed improperly or installed in violation of NORMA's installation instructions, (iv) used in violation of the NORMA specification other NORMA instructions, or (v) damaged by external causes such as accidents, acts of God, explosion, fire, freezing water, earthquake, flood, theft, tornado, vandalism or riot or other actions or events beyond our reasonable control; (B) any Product on which reasonable and necessary maintenance has not been performed; (C) any Product used for any purpose other than one for which the Product was designed; (D) any Product repaired without the express authorization of NORMA; (E) claims where NORMA cannot replicate the problems with the Product claimed by the Customer; (F) normal wear and tear of the Product; (G) any other acts or defects not related solely to defects in materials or workmanship of the Product; or (H) labor and materials to install a repaired or replacement Product (collectively and individually "Excluded Repairs").

WHAT CAN VOID THIS LIMITED WARRANTY

As a condition of this Limited Warranty, Customer is responsible to ensure the proper use, operation, maintenance of and care for the Product as set forth in the NORMA specification or other available NORMA instructions ("Specification"). Any of the following will void this Limited Warranty immediately with no notice





required and NORMA will be absolved of any and all liability with respect to the Product: (A) any failure to perform proper maintenance on the Product or to properly use, operate, maintain or care for the Product in accordance with the Specification or other NORMA instructions; (B) the use of the Product for any purpose other than the specific purpose for which it was designed; or (C) installation of the Product that does not conform to the techniques found in the installation instructions or guidelines available for the Product.

WHAT IS THE PERIOD OF COVERAGE OF THIS LIMITED WARRANTY?

The term of this Limited Warranty is a period of twelve (12) months from the date of the original purchase of the Product (“Warranty Period”) unless this Warranty becomes void prior to the expiration of the Warranty Period as provided by the terms of this Warranty. NORMA does not warrant the repaired or replaced Product except for the remainder of the twelve (12) month original Product Warranty Period. We may change the availability or terms of this Limited Warranty at our discretion, but any changes will not be retroactive.

HOW DO YOU OBTAIN WARRANTY SERVICE?

During the Warranty Period, you must email NORMA2U@normagroup.com and advise NORMA about any Product warranted defects by no later than 30 calendar days after the date of the initial discovery of the applicable defects and within the Warranty Period. The date of initial discovery will be deemed to be the date of discovery by Customer. You must provide proof of purchase (such as a dated receipt), request your warranty remedy, and permit NORMA to inspect the Product. Depending on the defect, you might also need to have the Product removed and shipped to and NORMA or have the replacement Product shipped to you and/or have the repaired or replacement Product installed. NORMA shall have no obligation to repair or replace the Product and shall have no other responsibilities under this Limited Warranty unless you provide NORMA timely notice of the warranted defect.

WHAT ARE THE OTHER LIMITATIONS OF LIABILITY AND EXCLUSIONS?

THE EXPRESS WARRANTIES AND REMEDIES DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES AVAILABLE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NORMA DISCLAIMS ALL OTHER STATUTORY, EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NORMA’S LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT. THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE CUSTOMER MAY RECOVER FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARE NOT RECOVERABLE UNDER THE LIMITED WARRANTY AND UNDER NO CIRCUMSTANCES SHALL NORMA BE LIABLE FOR THESE TYPES OF DAMAGES OR ANY DAMAGES UNDER ANY OTHER LEGAL THEORY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



