

# 10 Year Warranty

## The Function of the Expander System

The Expander System creates a preloaded joining between the pin axle body and the pivot lug ear. When the Expander System is used as a retrofit part, the wear process in the lug hole is eliminated and there will be no further wear. An Expander System fitted on a new machine prevents any wear in the pivot lug ears.

## Svenska Expander AB's Function Warranty

Svenska Expander AB, (Hereinafter "Expander") warrants to the end user ("Customer") that the Expander System product will fulfill the function stated above, under normal use and service of the Expander System, for 10 years from the date of purchase from Expander or its authorized reseller provided that the Expander System is used for the intended purpose, that the specific Expander components are used and that the installation, service and maintenance are in accordance with Expanders' instructions:

## Extent of the Function Warranty

1. A warranty defect occurs when the Expander System does not stay locked into the pivot lug ears after installation, provided that service and maintenance have been performed according to Expanders' instructions.
2. When a warranty defect is confirmed, Expander will provide the part or a new Expander System whichever is necessary to correct the defect and Expander assumes the cost of the replacement part or product. However, the customer is responsible for the labor cost and other expenses associated with the exchange of products or consequential damages. Expander's sole obligation under this express warranty shall be, at Expander's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of Expander. Replacement products or parts may be new or reconditioned. Expander warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.
3. The warranty does not include defects caused by erroneous information provided by the customer, defects in other parts of the machine or faulty operation. Expander reserves the right to annul the warranty if the defect is caused by a faulty machine manufacturer design.
4. The warranty does not include Expander System designs requested by the customer, against the recommendation of Expander engineers
5. The Expander's warranty and obligation to repair or replace is limited to the Expander System product that has been used in accordance with *The Function of the Expander System* as outlined above. Expander is, beyond that, not responsible for any damage or cost of any kind that is caused by a warranty defect.

WARRANTIES EXCLUSIVE, WARRANTY DISCLAIMER: TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, NON-INFRINGEMENT AND QUIET ENJOYMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EXPANDER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THIS PRODUCT.

EXPANDER SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

## Warranty Claim

In the event of a warranty claim, the customer shall first contact the seller. A warranty claim shall be made in writing to Expander within 30 days after the defect has been detected and at the latest 14 days from the expiration of the warranty. Expander functions as technical support to their sales outlets and determines in consultation with them if the warranty claim falls within the extent of the warranty. Expander reserves the right to require from the customer a written report on the warranty claim and that the customer return the defective part at their own expense.

**OBTAINING WARRANTY SERVICE:** Customer must contact a Expander Service Center or an Authorized Expander Service Center within the applicable warranty period to obtain warranty service authorization. Dated proof of purchase from Expander or its authorized reseller may be required. A Service Order (SO), Return Authorization (RA) or a Repair Order (RO) number will be issued. This number must be marked on the outside of the package sent to Expander's Service Center. The product must be packaged appropriately for safe shipment and sent prepaid. It is recommended that returned products be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Expander until the returned item is received by Expander. Expander will retain risk of loss or damage until the item is delivered to Customer. The allocation of responsibility for loss or damage stated shall be subject to any mandatory legal requirements.

**LIMITATION OF LIABILITY:** TO THE FULL EXTENT ALLOWED BY LAW, EXPANDER ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF EXPANDER OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT EXPANDER'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for death or personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

**GOVERNING LAW:** This Limited Warranty shall be governed by the laws of the State of Arizona, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.



**EXPANDER AMERICAS INC.  
SERVICE CENTER NORTH AMERICA**

**P.O. Box 4538, Sedona, AZ 86340, USA  
Phone: 888-935-3884 Fax: 888-935-3884  
E-mail: support@ExpanderAmericas.com**