

PRODUCT WARRANTY

1. **Steel Train Co., Ltd.** guarantees that **SPEKTOR** branded products are free from manufacturing defects, provided they are used in compliance with their intended use, for a period of five years from the invoice date.
2. This **warranty** is issued by **Steel Train Co., Ltd.** to your company ("**customer**") to cover the standard products from its website supplied to you.
3. The Warranty shall only be valid provided that:
 - The product is used in compliance with the product specifications and instruction manual.
 - The product is installed and assembled by specialized technical staff in compliance with the instructions accompanying the product.
 - Temperature and voltage limit values are not exceeded and the product is not subjected to mechanical loads which do not comply with its intended use.
 - Maximum ambient temperature does not exceed the value provided by the documentation coming with the product.
 - Minimum night temperature isn't less than minus 20° C (- 20° C), unless otherwise permitted by the technical documentation.
 - Maximum day temperature does not exceed 60°C when the product is off.
 - The product is switched off every day for at least 8 hours.
 - Outdoors the product should not be switched on during bright daylight.
 - Any maintenance carried out on the product is performed only by specialized technical staff in compliance with the instructions accompanying the product, and that all modifications/repairs are performed on the product only following written authorization and in compliance with the accompanying instructions.
 - The customer has duly paid for the product in accordance with the payment terms of the relevant sales contract.
 - The products supplied are installed anywhere in the world apart from USA, Canada and Japan.
 - The customer presents the purchase invoice for the products.
4. The Warranty does not cover:
 - Product defects caused by unforeseen and unforeseeable events, i.e. accidental circumstances and/or force majeure (including electric shocks, lightning) that cannot be ascribed to a defective product manufacturing process.
 - Defects caused by power surges of more than (if not otherwise stated):
 - 1KV between conductor and conductor (L and N) (acc. to IEC 61000-4-5:2005-11)
 - 1KV between conductor and earth (L and PE, N and PE) (acc. to IEC 61000-4-5:2005-11)
 - Products in class III, if they are used with electronic control gear different to that stated on **SPEKTOR's** website.
5. Should the product be affected by defects covered by this warranty and provided the terms set forth in sections 3) and 4) above are met, **Steel Train Co., Ltd.** shall be free to decide at its sole discretion whether to repair and/or replace the Product with the same or a similar product - subject to any technological progress that has occurred as from the release of the original product.
6. The Warranty shall not cover:

Any extra costs resulting from the work required to repair the defect (e.g. the costs incurred to assemble/disassemble the Product or transport the defective/repaired/new product as well as the expenses incurred for disposal, daily allowances, travel, lifting devices and scaffolding). Said costs shall be charged to the customer.
7. This Warranty is the sole and exclusive form of guarantee provided by to the customer regarding its products and expressly exempts any other explicit and/or implicit right of warranty the customer may be legally entitled to. The customer therefore waives in the widest interpretation of the law, this right as well as any other guarantee provided by **Steel Train Co., Ltd.**, apart from the application of inviolable laws regarding product warranties.
8. The Customer has no right to claim anything more from **Steel Train Co., Ltd.** in relation to defective products. More specifically, **Steel Train Co., Ltd.** cannot be charged for the cost of conserving faulty/defective products, or any other financial burden or compensation for damages, and the customer shall also have no right to ask and/or claim for payment deferrals, reductions in price, or rescinding the supply contract.