



## **KALLER Guarantee and Limited Warranty** for Counterbalance

For our counterbalance cylinders, KALLER guarantees that the cylinder will be free from defects in material and workmanship for the first 2 million strokes or two years from the date of sale (whichever occurs first), subject to the conditions below.

- The cylinder has been properly stored, installed, used, inspected and maintained in accordance with Kaller's guidelines and recommendations (including installation and user guidelines), and, in absence of specific guidelines and recommendations, in accordance with normal industry practices.
- The cylinder has been in service in an ambient temperature of -10° till +45°C (unless otherwise agreed in written signed by a Kaller authorized representative).
- The piston rod and top of the cylinder have been protected from and not exposed to any welding sparks, painting, grinding particles or any other particles, fluids or contamination or any other items which could damage the surface of the piston rod, get stuck on the surface of the piston rod, or get inside of the cylinder and disturb the seal function. The cylinder must also not be exposed to any bending moment (side force) or pulling force, as this could result in a loss of pressure or malfunction.
- After one year in in service, a documented maintenance has taken place by a Kaller authorized representative, or by Kaller trained and authorized third party who has followed Kaller's service instructions and used components specified by Kaller. This service must include (1) a visual inspection to ensure that the cylinder is free from damage and/or contamination that can disturb the function; and (2) a pressure check, and, if needed, adjust the pressure in accordance with the specifications provided by Kaller.
- Kaller's liability is limited solely to the repair or replacement, at Kaller's option, of cylinders which, upon inspection by Kaller, Kaller reasonably determines to be defective. The cylinders must be within the warranty period and returned to Kaller within thirty (30) days of the discovery of the allegedly defective condition, along with operation data (serial number, installation date, number of strokes, operating conditions) and reason for return. The customer shall be responsible for freight and installation or removal charges incurred in connection with the repair and/or replacement of any cylinder found to be defective. There are no other warranties, express or implied, including implied warranties of merchantability or suitability for a specific use or fitness for a particular purpose, which are hereby disclaimed. Repair or replacement of the defective cylinder is the sole and exclusive remedy for defective cylinders. KALLER is not liable for (1) injury, property damage, or other loss related to the inability to use the cylinder or failure of the cylinder; or (2) incidental, consequential, special, punitive, indirect or other damages, including lost profits. In no event will KALLER's liability exceed the selling price of the cylinder.

The above warranty is void, and Kaller will have no responsibility for (1) defects due to failure to comply with any of the above conditions; (2) cylinders which have been damaged, altered, neglected or misused; (3) defects due to accidents; (4) cylinders which have been repaired or maintained by anyone other than Kaller, its authorized representative or trained service technicians acting in accordance with Kaller's instructions and using components and supplies specified by Kaller; or (5) defects arising out of design or specifications provided by someone other than Kaller.

Will Opie President FMC Strömsholmen AB

