



CERTIFICATE OF WARRANTY

LIMITATION OF WARRANTY

Fusion Systems shall not be liable for loss of profit suffered by the Purchaser or its customer for any form of consequential loss or damage whatsoever by reasons of defects in workmanship or materials or delay in replacement or repairs etc., and in every case our liability shall be limited to the replacement of splice materials and the cost of delivering those products.

Where it is determined that Fusion Systems splice materials are not materially equivalent to the Manufacturers materials and this leads to failures then Fusions Systems will also compensate the Purchaser for what are the reasonable costs to effect a repair and which may take the form of a credit from Fusion Systems.

Fusion Systems may elect to provide more comprehensive warranties if Purchaser supplies a sample of the conveyor belt and Fusion Systems conducts DIN or ASTM approved tests.

Performance of Materials

Fusion Systems, a division of the Almex Group, hereby warranties that its materials for hot vulcanization of conveyor belts will meet the adhesion, abrasion and dynamic strength values of the same products provided by the conveyor belt manufacturers for splicing or repair of those conveyor belts. The Warranty covers failures due only to faulty manufacture of materials or materials that do not meet stated values.

Fusion Systems will pay to the Purchaser a sum up to the maximum of \$250,000 dollars to reimburse the Purchaser for all labor, travel related costs, freight and materials used to repair or replace the splice that failed as a result of faulty materials. This warranty does not include the replacement of the conveyor belt.

THIS WARRANTY IS SUBJECT TO CONDITIONS AND EXCLUSIONS AS LISTED BELOW.

CONDITIONS OF WARRANTY

1. The Purchaser, and employees of the Purchaser must have received training by an Almex Certified Splice Instructor, and follow the procedures and methods as set out in Almex or Fusion Systems manuals and training materials. Failure to do so may void the warranty.
2. The Purchaser must be able to demonstrate that the materials were within their respective expiry dates and that the materials were stored/transported under conditions as prescribed by Fusion Systems.
3. The materials must be only used with other Fusion Systems products and that the mixing or substituting of materials with those from other manufacturers will void the warranty.
4. If the Purchaser does not perform proper splicing Quality Assurance to ensure that the equipment is operating properly and within acceptable temperature, pressure and cooling during the splice.

5. The failed splice must be returned or provided to Fusion Systems for analysis in order to be covered by the warranty.

EXCLUSIONS TO WARRANTY

The warranty is not covered where it is determined that a failure was related to the following:

1. Misalignment jamming of pulley or idlers
2. Damage caused by skirt rubber
3. Material build-up on pulleys
4. Normal wear and tear

Further, this Warranty only applies where the structural and mechanical equipment relating to the system is of sound engineering design.



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