



3M™ DBI-SALA® Horizontal Rail Safety System

10 Year Corrosion Resistance and Product Warranty

Literature # 70-0717-3952-1

3M™ warrants the DBI-SALA® Horizontal Rail Safety System ("the system") and its component parts against factory defects in workmanship and materials for 10 years from its date of original purchase from 3M.

3M warrants that the system will perform in accordance with the manufacturer's representations as published at the time of the system's installation.

Conditions that must be fulfilled:

1. That the system is installed in accordance with 3M's installation instructions.
2. The system is inspected in accordance with 3M's inspection instructions and annually recertified by a certified installer.
3. That all fixings are tested at installation and then at least once a year and recorded in accordance with 3M's installation instructions.
4. Any work identified by or to the user as required to ensure proper installation, operation or maintenance of the system has been carried out within 1 month of such notification being given.
5. The system is owned by the person making the warranty claim.
6. The system has been properly used and maintained in accordance with its user instruction manual.

Conditions that will invalidate the warranty or that are excluded from the warranty:

1. Where any components of the system have been altered, tampered with or misused, or where non 3M components have been incorporated into the system.
2. General wear and tear including the appearance of powder coating on finishes. Note: high usage systems will need more regular maintenance and replacement of parts.
3. Discoloration of components. Every care has been taken to ensure that the materials used in 3M's systems offer the best available protection. However, corrosion of metal parts over a period of time in certain environments is unavoidable.
4. Circumstances or events beyond 3M's control, such as but not limited to; earth quakes, extreme weather, excessive heat (greater than 50 °C), flooding, subsidence, lightning strikes, explosions, excessive mechanical vibration, and aggressive environments, including without limitation, anywhere near chemicals, near swimming pools, near exhaust vents and in coastal locations.
5. The warranty excludes the user attachment device (rail carriage), which is subject to a separate warranty and carries a twelve month limited warranty.
6. Non-3M fixings and anchors used to integrate the system with a structure will not invalidate the warranty provided that they have been selected and installed in accordance with 3M's installation instructions and prevailing standards. 3M is not responsible for the performance of components it has not supplied.

In the event of a warranty claim, 3M will repair or replace any component part of the system determined by 3M to have a factory defect in workmanship or materials. Under no circumstances will 3M be obliged to replace the entire system and shall be entitled to exercise its discretion based on its professional expertise as to whether to replace or repair any part within the system.

3M's responsibility to repair or replace under this warranty does not include the costs associated with re-installation of repaired parts or installation of replaced parts.

3M reserves the right to require product be returned to its facility for evaluation of warranty claims. This warranty does not cover product damage due to wear, abuse, misuse, damage in transit, failure to maintain the product or other damage beyond 3M's control, and 3M will be the sole judge of product condition and warranty options.

Please notify 3M in writing as soon as you become aware that you may have a claim under this warranty. The notification must identify the complaint, the date of purchase, the date of installation, location of installation, maintenance records and records of the components used in the installation. 3M or its approved contractor will then inspect the system and advise whether the matter falls within the warranty, or requires more information, and to advise what it proposes by way of repair or replacement. 3M shall not be responsible for any costs incurred by the customer in advance of an agreed resolution.

If there is any dispute the matter will be referred to an independent expert acceptable to both parties. The independent expert shall act as an expert and not an arbitrator and his/her decision shall be final and binding on both parties. The costs of the independent expert shall be borne by the party against whom the independent expert decides.

LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY LOCAL LAWS, 3M IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, IN ANY WAY RELATED TO THE PRODUCTS REGARDLESS OF THE LEGAL THEORY ASSERTED.

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