

PENETRATOR FALL PROTECTION LIMITED WARRANTY

Tie Down Engineering (TIE DOWN) will repair or replace, free of charge, any part, or parts of the Penetrator Fall Protection Devices (PENETRATOR) that are defective in material or workmanship or both. The limited warranty is in effect for 90 days from date of purchase. Return the defective unit to the dealer or contact Tie Down direct at 800-241-1806, x1525.

This warranty does not apply to damage or loss caused by any or all of the following circumstances or conditions:

- Damage caused during assembly or installation.
- Parts, accessories, materials or components used with or replacing any PENETRATOR part not obtained from or approved in writing by TIE DOWN.
- Misapplication, misuse and failure to follow the directions or observe cautions and warnings on installation, operation, application, inspection or maintenance specified in any TIE DOWN quotation, acknowledgment, sales literature, specification sheet or installation instruction and service manual ("applicable literature").
- Use of product in any other application other than those described in TIE DOWN's product information materials.

If any TIE DOWN products are found upon TIE DOWN's examination to have been defective when supplied, TIE DOWN will either: credit the purchaser's account for the purchase price of the TIE DOWN product; replace the TIE DOWN product; or repair the product. TIE DOWN has sole discretion in choosing which option to provide. For this LIMITED WARRANTY to apply, TIE DOWN must receive notice of the alleged defect within 30 days of either the discovery of the alleged defect or the expiration of the warranty period, whichever is earlier. Any claim not made within this period shall conclusively be deemed waived.

If requested by TIE DOWN, purchaser shall return the alleged defective product to TIE DOWN for examination at purchasers expense. TIE DOWN will not pay for expenses incurred in returning a product to TIE DOWN without TIE DOWN's prior written authority. TIE DOWN shall not be liable for any other expenses purchaser incurs to remedy any defect. Purchasers waive subrogation on all claims under any insurance.

Limitation of Liability: It is expressly agreed that the liability of TIE DOWN is limited and TIE DOWN does not function as an insurer. THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER OR USER AND ARE IN LIEU OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED. THE LIABILITY OF TIE DOWN, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT MANUFACTURED, SOLD OR SUPPLIED BY TIE DOWN.

To Obtain Technical Assistance: To enable TIE DOWN to respond to a request for assistance or evaluation of customer or user operating difficulty, please provide at a minimum the following information by calling 404-344-0000:

- Model number, serial number and all other data on the specific component which appears to be involved in the difficulty.
- The date and from whom you purchased your TIE DOWN product.
- State your difficulty, being sure to mention at least the following: Application, Environment, Working Surface, and Number of Workers.

THIS WARRANTY DOES NOT COVER NOR EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

No representative has authority to make any representation, promise or agreement except as stated in this Limited Warranty. TIE DOWN reserves the right to make design and other changes upon its products without any obligation to install the same on any previously sold or delivered products.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED ABOVE. EFFECTIVE MAY 2017 THIS WARRANTY SUPERSEDES ALL PRIOR WARRANTIES, WRITTEN OR IMPLIED.

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