Extended Warranty Conditions for Complete EWIKON Hotrunner Systems and Hot Halves

The purchaser's rights and obligations regarding products of the company **EWIKON Heißkanalsysteme GmbH**, Siegener Str. 35, D-35066 Frankenberg, hereinafter called EWIKON, are regulated in the General Conditions of Sale (Art 7).

Moreover, the special warranty conditions with an extended warranty period described below apply to complete hotrunner systems (manifolds with nozzles) and hot halves (nozzle-sided mould halves).

The warranty period is as follows:

3 years:

for hot halves purchased and operated together with state of the art EWIKON hotrunner controller equipment and EWIKON connection components.

2 years:

for complete hotrunner systems purchased and operated together with state of the art EWIKON hotrunner controller equipment and EWIKON connection components.

Replacement / Repair of parts

EWIKON reserves the right to repair or replace the hotrunner and/or the hot half with new or refurbished parts at our discretion. The place of removal of defects is determined by EWIKON. Failed parts will be replaced with new or refurbished parts of equivalent quality. Repair or replacement of failed parts shall not extend the warranty coverage on the hotrunner beyond the original expiration date.

- EWIKON will inform the purchaser whether to return or dispose of defective parts that are under warranty.
- Failure to return and properly identify the requested warranty parts might result in the invoicing of such parts.
- EWIKON reserves the right to identify the method of shipment on all replacement parts supplied under warranty.

Limitations

This warranty shall not apply to:

- Damage resulting from customer or third party repairs or modifications to the hotrunner or other circumstances beyond EWIKON's control.
- Damage due to improper handling, wrong installation or operation procedures or failure to carry out maintenance procedures, abuse, negligence, misuse of the hotrunner by the purchaser, his agents or contractors.
- Damage resulting from operation of systems at injection pressures exceeding 2000 bar unless specifically designed and manufactured for higher pressure applications in agreement with EWIKON.
- Damage resulting from the use of third party parts. EWIKON recommends EWIKON genuine components for optimal system performance.
- Damage to other than the EWIKON products themselves, any consequential loss, personal injury or damage to property, loss arising from interruptions or delays in production.
- Normal wear of parts including nozzle tips, tip inserts, seals, O-rings, piston seals, valve pins and other components.
- Damage resulting from corrosion or processing of abrasive/ aggressive resins.

- Damage resulting from non-standard parts or components specified by the original purchaser and supplied by EWIKON.
- Claims or damage resulting from auxiliary equipment and accessory parts, supplied but not manufactured by EWIKON, in which event EWIKON shall use reasonable efforts to pass on to the original purchaser the manufacturer's warranty.
- Damage resulting from purchaser's non-compliance with applicable laws, regulations, codes or by-laws, and standard industry practices.

Furthermore, the extended warranty only applies on condition that the purchase price of the object that is subject to warranty has been paid completely.

Transfer of warranty

Only the original purchaser/user is entitled to claim the rights in case of defects which are non-transferable. They may not be enforced by any third parties, including, but not limited to, subsequent buyers, users or assignees of the hotrunner.

Compliance with safety guidelines and indemnity

The purchaser agrees to maintain and operate the hotrunner safely and in accordance with EWIKON's recommended guidelines and applicable legal requirements.

The purchaser assumes liabilities for the operation of the hotrunner and assumes all risks for its use. The purchaser agrees that it will not hold EWIKON and its employees liable for any claims or costs arising from any cause related to hotrunner operation or use, except to the extent caused by hotrunner defectively engineered or manufactured by EWIKON or serviced by EWIKON personnel.

Under no circumstances will EWIKON be liable for claims or costs associated with products produced by the hotrunner or for any consequential, special or incidental damages associated with its use.

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