



**TOUGH BELTS
FOR TOUGH
APPLICATIONS**

FENNER DUNLOP AMERICAS, LLC

SPLICE MATERIALS LIMITED WARRANTY

1. Scope

This Limited Warranty applies to splice kits and repair materials that include uncured rubber, adhesives, solvent and associated consumable materials ("Materials") supplied by Fenner Dunlop Americas, LLC ("Fenner").

2. Shelf Life and Expiration

Materials are supplied with a stated expiration date or use-by date where applicable.

The expiration date applicable to any splice kit shall be the earliest expiration date of any component contained within the kit.

Materials must not be used after the applicable expiration date.

Shelf life is valid only when Materials are stored, transported, handled, and maintained in accordance with Fenner's written instructions, product labeling, technical documentation, and applicable storage and handling requirements.

Failure to comply with such requirements may invalidate the stated shelf life and void this Limited Warranty.

Materials shall be stored and preserved in accordance with Fenner instructions and, where applicable, recognized industry standards for rubber products, including DIN 7716. Recommended storage conditions include storage in a cool, dry, and clean environment; protection from direct sunlight, ultraviolet light, ozone, excessive humidity, contaminants, and heat sources; retention of Materials in their original packaging where applicable; and avoidance of deformation, tension, or mechanical damage during storage. Failure to maintain such conditions may reduce shelf life, impair material performance, invalidate stated expiration periods, and void this Limited Warranty.

3. Limited Warranty

Fenner warrants that its new, first-quality Materials will be free from defects in material and workmanship originating prior to shipment and will substantially conform to Fenner's published specifications during the applicable warranty period, subject to the conditions, limitations, and exclusions stated herein:

- Used prior to expiration;
- Stored, transported, and handled in accordance with Fenner instructions;
- Maintained in original packaging until use, where applicable;



- Applied and installed using approved Fenner procedures and accepted industry practices; and
- Not subjected to misuse, abuse, contamination, alteration, neglect, accident, improper maintenance, or unauthorized repair.

This Limited Warranty shall expire on the earlier of:

- Six (6) months from the date of shipment by Fenner; or
- The expiration date identified on the Material or splice kit.

4. Customer Responsibilities

Responsibility for the storage, transportation, handling, preservation, installation, and use of the Materials shall transfer upon shipment from Fenner's facility and thereafter remain the responsibility of the customer, subject to Fenner's applicable Terms and Conditions of Sale.

The customer is responsible for:

- Inspecting Materials upon receipt;
- Verifying expiration dates before use;
- Following all storage, handling, transportation, application, and installation requirements;
- Determining the suitability of the Materials for the customer's intended application;
- Retaining storage, transportation, handling, and installation records maintained in the ordinary course of business and providing such reasonably available records as part of a warranty investigation; and
- Maintaining storage conditions consistent with Fenner requirements and applicable industry standards, including protection from excessive temperatures, sunlight, ozone exposure, moisture, contamination, and physical deformation.
- Use the materials in accordance with Fenner's instructions and manuals and ensure that the appropriate vulcanizing press is used and is in good working condition.

Failure to comply with these responsibilities may void this Limited Warranty.

5. Warranty Exclusions

This Limited Warranty does not apply to:

- Materials used after expiration;
- Improper storage, transportation, handling, or preservation;
- Failure to follow product labeling, technical instructions, or installation procedures;
- Improper splice preparation or installation;
- Improper curing practices;
- Workmanship errors;
- Damage caused by contamination, misuse, abuse, neglect, accident, or unauthorized modification;
- Materials repaired or altered by the user;
- Products incorporating purchaser-supplied components or materials;
- Damage occurring after risk of loss transfers pursuant to Fenner's applicable Terms and Conditions of Sale;
- Normal deterioration resulting from customer-controlled storage or environmental conditions;
- Use of incorrect, improperly maintained, or malfunctioning splice/repair equipment; or
- Events beyond Fenner's reasonable control.



6. Claims Procedure

The customer shall inspect all Materials immediately upon receipt.

Any claim arising from alleged defective Materials must be submitted to Fenner in writing within thirty (30) days after discovery of the alleged defect and, in any event, before the Materials are incorporated into a splice, repair, or other system where practical. If the alleged defect is not reasonably discoverable before use, the customer shall discontinue use where safe and practical, preserve available samples, packaging, labels, lot identification, and relevant records, and notify Fenner promptly after discovery.

Fenner reserves the right to inspect and evaluate:

- The Materials;
- Packaging and labeling;
- Storage, transportation, and handling records;
- Installation and splice records; and
- The completed splice or repair.

The customer shall provide reasonable access to all information required for investigation of the claim.

Fenner shall have the right to conduct or arrange testing and analysis reasonably necessary to determine whether the alleged condition resulted from a covered defect or an excluded cause. Fenner's determination shall be based upon available materials, records, inspection findings, and test results.

7. Exclusive Remedy

If Fenner determines that a valid warranty claim exists, Fenner's sole obligation and the customer's exclusive remedy shall be, at Fenner's option:

- Replacement of the affected Materials, FCA shipping point; or
- Refund of the purchase price paid for the affected Materials.

No Materials may be returned without Fenner's prior written authorization.

The foregoing remedies are the customer's sole and exclusive remedies for any breach of warranty.

8. Disclaimer of Other Warranties

THIS LIMITED WARRANTY CONSTITUTES THE ENTIRE WARRANTY PROVIDED BY FENNER WITH RESPECT TO THE MATERIALS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, FENNER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Fenner does not warrant splice performance, splice service life, production outcomes, operational results, or suitability for any specific application beyond published product specifications.

Any technical advice, recommendations, or application assistance provided by Fenner are offered as a service only and shall not constitute a warranty or create any liability.

Nothing in this Limited Warranty shall exclude or limit liability to the extent such exclusion or limitation is prohibited by applicable law.



9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW

Fenner's total cumulative liability arising out of or relating to the Materials, whether based upon contract, warranty, negligence, strict liability, statute, or otherwise, shall not exceed the purchase price paid for the specific Materials giving rise to the claim.

FENNER SHALL NOT BE LIABLE FOR:

- Labor costs;
- Installation or removal costs;
- Field service expenses;
- Freight or transportation costs;
- Expedited shipping charges;
- Downtime;
- Production losses;
- Loss of use;
- Lost profits;
- Lost revenue;
- Business interruption;
- Damage to conveyor belts, splices, systems, equipment, or property;
- Third-party claims;
- Contractual penalties or liquidated damages; or
- Any indirect, incidental, consequential, special, exemplary, or punitive damages.

These limitations apply regardless of the legal theory asserted and even if a remedy fails of its essential purpose.

Fenner may deny a claim where the available evidence does not reasonably establish compliance with applicable storage, handling, transportation, expiration, application, or installation requirements.

10. Entire Warranty

This Limited Warranty constitutes the entire warranty applicable to the Materials and supersedes all prior or contemporaneous verbal or written representations, understandings, communications, or warranties relating thereto.

No employee, distributor, representative, or agent of Fenner is authorized to modify, expand, or waive this Limited Warranty except by a written agreement signed by an authorized officer of Fenner.

