



Warranty Statement for **LOCTITE® VA26 Actuator Seal Kit**

Henkel expressly warrants that **LOCTITE® VA26 Actuator Seal Kit** (hereafter called “Products”) shall be free from defects in materials and workmanship. Liability for Henkel shall be limited, as its option, to replacing those Products which are shown to be defective in either materials or workmanship or to credit the purchaser the amount of the purchase price thereof (plus freight and insurance charges paid therefor by the user). The purchaser’s sole and exclusive remedy for breach of warranty shall be such replacement or credit. A claim of defect in materials or workmanship in any Products shall be allowed only when it is submitted in writing within one month after discovery of the defect or after the time the defect should reasonably have been discovered and in any event, within (12) months after the delivery of the Products to the purchaser. This warranty does not apply to perishable items, such as fuses, filters, lights, etc. No such claim shall be allowed in respect of products which have been neglected or improperly stored, transported, handled, installed, connected, operated, used or maintained. In the event of unauthorized modification of the Products including, where products, parts or attachments for use in connection with the Products are available from Henkel, the use of products, parts or attachments which are not manufactured by Henkel, no claim shall be allowed. No Products shall be returned to Henkel for any reason without prior written approval from Henkel. Products shall be returned freight prepaid, in accordance with instructions from Henkel.

NO WARRANTY IS EXTENDED TO ANY EQUIPMENT WHICH HAS BEEN ALTERED, MISUSED, NEGLECTED, OR DAMAGED BY ACCIDENT.

EXCEPT FOR THE EXPRESS WARRANTY CONTAINED IN THIS SECTION, HENKEL MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS.

ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER WARRANTIES OF WHATEVER KIND (INCLUDING AGAINST PATENT OR TRADEMARK INFRINGEMENT) ARE HEREBY DISCLAIMED BY HENKEL AND WAIVED BY THE PURCHASER.

THIS SECTION SETS FORTH EXCLUSIVELY ALL OF LIABILITY FOR HENKEL TO THE PURCHASER IN CONTRACT, IN TORT OR OTHERWISE IN THE EVENT OF DEFECTIVE PRODUCTS.

WITHOUT LIMITATION OF THE FOREGOING, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAWS, HENKEL EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY DAMAGES INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SALE OR USE OF, OR OTHERWISE IN CONNECTION WITH, THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS AND SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER CAUSED BY NEGLIGENCE FROM HENKEL OR OTHERWISE.

