

09.0 - Warranty

Manufacturer of the Krabat products, Krabat AS – hereinafter referred to as KRABAT - having its place of business at Ravnsborgveien 56, 1395 Hvalstad, Asker, Norway – gives the purchaser of a KRABAT product the following product warranty, hereinafter referred to as the “WARRANTY”:

1. This WARRANTY is given upon the strict condition that the purchaser and any person that the purchaser gives access to the KRABAT product observe and adhere to the following SAFETY PRECAUTIONS:
 - I. Always make sure to have read and understood the relevant user manual for the actual KRABAT product before taking into it use.
 - II. The KRABAT product is only meant to be used for its intended purpose in accordance with the KRABAT user manual for the relevant KRABAT product.
 - III. Never leave a child, or any other user, using the KRABAT product without proper adult supervision.
 - IV. Always make sure that safety belts are properly fit and fastened and do not malfunction, as well as recheck the foresaid at regular intervals when the KRABAT product is in use.
 - V. Always use the KRABAT product with due regard to the advice of your physiotherapist or occupational therapist.
 - VI. Always remember that the KRABAT product is NOT a toy, and hence, never let a child, or any one else, play with the KRABAT product, as it can harm both persons and the product as well as causing damage.
 - VII. Always – when not in use - store the KRABAT product in a safe manner in order for it not to be misused by anyone, and furthermore for the purpose of not exposing the KRABAT product to conditions that may harm it and/or its functions.
2. Subject to the terms and conditions of the WARRANTY, KRABAT warrants that the KRABAT product for a period of one (1) year (“the Warranty Period”) from the purchase of the KRABAT product, shall function in accordance with its intended purpose as set out in the KRABAT user manual following the actual KRABAT product purchased.
3. KRABAT will at its own cost either itself, or by assistance of a third party, within reasonable time offer assistance in order to remedy any defect of substance to the KRABAT product which occurs within the said Warranty Period, either by taking the unit in question for repair or by forwarding spares for replacement, provided, however, the purchaser of the KRABAT product without undue delay after having become aware of the defect(s), in writing has notified KRABAT or a representative authorized by KRABAT of the discovered defect(s). However, KRABAT retains the right at its sole discretion in lieu of performing remedial work to forward a new unit in lieu of the unit having defects or being defective. In respect of forwarding spare or replacement parts, or a new unit, KRABAT or its authorized representative, shall be deemed to have fulfilled its obligation in so far the part(s) or unit(s) in question are made available for collection at the offices from where the initial KRABAT product was sold.
4. In the event where a defect has not been successfully remedied,
 - I. I The purchaser shall be entitled to a reduction of the purchase price in proportion to the reduced value of the KRABAT product, provided that under no circumstances shall such reduction exceed fifteen per cent (15 %) of the purchase price for the said KRABAT product, or

- II. II Where the defect is so material as to significantly deprive the purchaser of the benefit of the purpose of the purchase, the purchaser may terminate the purchase in respect of the defective KRABAT product. The purchaser shall then be entitled to actual loss suffered, if any, however, limited to a maximum of fifteen per cent (15 %) of the purchase price for the said KRABAT product.
5. This WARRANTY does not give any guarantees apart from those expressly given under this WARRANTY.
6. For avoidance of doubt This WARRANTY does not extend to any liability of KRABAT or its authorized representatives in respect of any indirect or consequential loss or damage suffered by the purchaser or any person the purchaser, either deliberately or undeliberately, gives access to the KRABAT product.
7. This WARRANTY does not apply in so far that the KRABAT product is supplemented with or there are changed parts of the KRABAT product with parts not manufactured by KRABAT or with parts manufactured or provided by others and the use thereof is of not authorized in writing by KRABAT.
8. KRABAT shall only be liable for defects which appear under conditions of operation or use provided for in the relevant user manual following the KRABAT product.
9. KRABAT shall not be liable for defects which are caused by faulty maintenance, incorrect adjustments or faulty repair by any other person than KRABAT or representative authorized by KRABAT, or any alterations to the KRABAT product carried out without the prior written consent from KRABAT.
10. This WARRANTY does not cover normal wear and tear.
11. KRABAT shall not under any circumstances be liable for defects in any part of a KRABAT product for more than two (2) years from delivery.
12. Save as set out above under this WARRANTY, KRABAT, as well as its authorized representatives, shall not be liable for any defects of the KRABAT product. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss.