



Limited Warranty

NIAGARA FASTENERS INC. provides a 30 Calendar-Day Return Window (see Return of Non-Defective Fasteners below) and the following limited warranty. This limited warranty extends only to the original purchaser.

The products supplied under this warranty where applicable have been provided based on technical specifications identified by the purchaser and Niagara Fasteners Inc. Niagara Fasteners Inc. does not determine fit for purpose and adheres to the standards identified by the ASME, ASTM, SAE.

Plating, Heat Treatment and other sub contracted services are not covered by this warranty and are subject to their respective supplier's warranties.

Please note that any warranty services or questions must be accompanied by the order number from the transaction through which the warranted fastener was purchased. **The order number serves as your warranty number and must be retained.** NIAGARA FASTENERS INC. will offer no warranty service without this number.

NIAGARA FASTENERS INC. warrants its fasteners against defects in workmanship for **one year** from the original ship date provided that the fasteners are unused and have been properly handled, stored and the standards to which they were manufactured remain in effect. During this period, NIAGARA FASTENERS INC. may replace defective fasteners with new fasteners at NIAGARA FASTENERS INC.'s option, without charge to you.

If there are shipping fees incurred for returns under-warranty in the first 30 calendar days, these costs must be approved by Niagara Fasteners Inc. prior to shipment. These costs once approved will be paid by NIAGARA FASTENERS INC.

All shipping fees both to and from NIAGARA FASTENERS INC. beyond the 30 Calendar Day notification period are payable by the customer. All returns, both during and following the 30 Calendar Day period, must be effected via the **Procedures for Obtaining Warranty Replacement**.

Any after-market additions or modifications to fasteners sold or distributed by Niagara Fasteners Inc. will not be warranted.

NIAGARA FASTENERS INC. makes no other warranty, either expressed or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to our manufactured or distributed fasteners other than as set forth below.

NIAGARA FASTENERS INC. makes no warranty or representation, either express or implied, with respect to any other manufacturer's fasteners or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

For shipping FOB, Collect and Prepaid, liability for goods transfers to the purchaser at point of sale, NIAGARA FASTENERS INC. will not be responsible for making claims for goods lost and or damaged in transit under these delivery terms.

Except as provided below, NIAGARA FASTENERS INC. is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the fasteners. Under no circumstances shall NIAGARA FASTENERS INC. be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the fasteners.

The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

Warranty Conditions

The above Limited Warranty is subject to the following conditions:

1. This warranty extends only to fasteners distributed and/or sold by NIAGARA FASTENERS INC.
2. This warranty covers only normal use of the fasteners. NIAGARA FASTENERS INC. shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect, improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration by anyone other than NIAGARA FASTENERS INC. (iv) damages incurred through irresponsible use, including those resulting from but not limited to, over torqueing, or other non-recommended practices.
3. You must retain your bill of sale or other proof of purchase to receive warranty service.
4. No warranty extension will be granted for any replacement fasteners(s) furnished to the purchaser in fulfillment of this warranty.
5. This warranty does not cover any third party/sub -contracted work to fasteners or related problems caused.
6. NIAGARA FASTENERS INC. makes no warranty either expressed or implied regarding third-party (non-NIAGARA FASTENERS INC.) services including but not limited to, testing, plating, heat treatment etc.
7. 30 Calendar-Day Return Window does not include, special order fasteners, custom manufactured orders and shipping and handling fees for these orders. These items are warrantable for defect or malfunction only and are subject to Section 8 below.
8. Where product is being replaced as defective or malfunctioning, the original part must be returned to NIAGARA FASTENERS INC. for verification and testing prior to any re-work or replacement product being supplied. Video and pictures of the product will not be accepted as evidence of defect or malfunction.

Return of Non-Defective Fasteners

This section does not apply to special order fasteners, custom manufactured orders and shipping and handling fees.

A non-defective fastener may be returned to NIAGARA FASTENERS INC. within twenty (20) business days of the invoice date for a refund of the original purchase price with the following amendments/fees:

1. NIAGARA FASTENERS INC. will refund neither the original shipping cost nor the shipping and handling fees incurred from the fasteners return.
2. No refund will be granted for unreturned, incorrectly ordered, misused, repackaged or fasteners tampered with in any way which jeopardized NIAGARA FASTENERS INC.'s ability to maintain traceability, remarket or resell the fasteners. NIAGARA FASTENERS INC. maintains full discretion in decisions regarding a fasteners fitness for return.
3. All non-defective returns are subject to a restocking fee, to be determined by NIAGARA FASTENERS INC. at the time of request. The Restocking fee will be determined as a percentage of the final purchase price less any shipping or handling charges.

To return a defective fastener, please contact our sales team for a Return Merchandise Authorization (RMA) number and follow the Return of Fasteners Instructions below. The RMA is valid for 14 calendar days from date of issuance. **Returns will not be accepted without an RMA.** Manufacturer restrictions do apply. Any item missing the original packaging, paper work and tags may not be returned.

Procedures for Obtaining Warranty Replacement

RMA (Returning Merchandise Authorization) Policy:

If replacements are required, the customer must obtain Written Consent from NIAGARA FASTENERS INC. and provide proof of purchase. RMA and services are rendered by NIAGARA FASTENERS INC only. Any shipping costs after 20 business days (starting from the original date of invoice) on any item returned for replacement is the customers' responsibility. All returned

fasteners must have a RMA number written clearly on the outside of the package. detailing the problems and a copy of the original proof of purchase. No COD packages will be accepted. No package will be accepted without a RMA number written on the outside of the package. RMA numbers are only valid for 14 calendar days from the date of issue.

NIAGARA FASTENERS INC. will pay for shipping to and from the original delivery point only within the first 30 calendar days following the original fasteners ship date. Following these 30 Calendar-Day period, all shipping fees both for under warranty and post warranty replacement are the sole responsibility of the customer. The customer also assumes full liability for losses or damages resulting from shipping as well as all responsibility to pursue remuneration for such issues with their selected carrier.

After One-Year Warranty – Post Warranty Repair

For post warranty repair, the procedure is the same as outlined above for RMA and shipping. However, you are responsible for shipping charges both ways, current labour rates if not under warranty, and the current price of material used in replacement.

Customer Service:

Your sales representative is the first point of contact for any warranty requests.

WARRANTY EXCLUSIONS

NIAGARA FASTENERS INC. does not offer technical support for any equipment in which our fasteners are installed. Technical support should be pursued through channels offered by the equipment manufacturer. NIAGARA FASTENERS INC. accepts no liability for problems caused by after-market modifications or additions. **NIAGARA FASTENERS INC.** is not responsible for giving any technical support concerning the installation or integration of any fasteners the customer did not pay **NIAGARA FASTENERS INC.** to assemble. **NIAGARA FASTENERS INC.** is not responsible for loss of productivity or time, even with equipment failure. Customers are responsible for backing up critical equipment for their own protection. **NIAGARA FASTENERS INC.** is not responsible for any loss of work (“down time”) caused by a fastener requiring

replacement. This warranty is null and void if the defect or malfunction was due to damage resulting from operation not within manufacturer specifications. It will also be null and void if there are indications of misuse and/or abuse. **NIAGARA FASTENERS INC.** voids the warranty if any one other than an **NIAGARA FASTENERS INC.** attempts to modify the product. **NIAGARA FASTENERS INC.** will not warrant any problems arising from an act of God (lighting, flooding, tornado, etc.), electrical spikes or surges, or problems arising out of hardware, software, or additional devices added to complement any system/component bought at **NIAGARA FASTENERS INC.** Under no circumstances will NIAGARA FASTENERS INC. be responsible for any refund or remuneration exceeding the original purchase price of the fasteners less any shipping fees. **NIAGARA FASTENERS INC.** will not be held responsible for typographical errors on sales receipts, return authorizations, or on our website.