

GENERAL CAUTIONS AND WARNINGS

All products supplied and manufactured by CERTEX are sold with the express understanding that the purchaser is thoroughly familiar with the safe and proper use and application of the product.

Responsibility for the use and application of the products rests with the user.

Failure of the product can occur due to misapplication, abuse, or improper maintenance. Product failure could allow the load to become out of control, resulting in possible property damage, personal injury or death.

There are numerous government and industry standards that cover products sold by CERTEX. This catalog makes no attempt to reference all of them. We do reference the standards that are most frequently asked about.

Ratings Shown in CERTEX literature are applicable only to new or "in as new" condition products.

Load limit ratings indicate the greatest force or load a product can carry under usual environmental conditions. Shock loading and extraordinary conditions must be taken into account when selecting products for use in a system.

In general, the products displayed in CERTEX literature are used as parts of a system being employed to accomplish a task. Therefore, we can only recommend within the

Working Load Limits, or other stated limitations, the use of products for this purpose.

The Working Load Limit, or Design Factor, or Efficiency Rating of each CERTEX-supplied product may be affected by wear, misuse, overloading, corrosion, deformation, intentional alteration, and other use conditions. Regular inspection must be conducted to determine whether use can be continued at the catalog assigned WLL, a reduced WLL, or whether the product must be withdrawn from service.

CERTEX products generally are intended for tension or pull. Side loading must be avoided, as it exerts additional force or loading which the product is not designed to accommodate.

Welding CERTEX-supplied load support parts or products can be hazardous. Knowledge of materials, heat treatment, and welding procedures are necessary for proper welding. CERTEX should be consulted for information.

The assigned Ultimate Load Rating of CERTEX-supplied products for the reeving of wire, manila, or synthetic ropes is based upon design; the catalog ultimate strength for the rope parts, when totaled, may exceed the assigned Ultimate Load Rating.

The Working Load Limit of a sling must not exceed the lowest Working Load Limit of the components in the system.

LIMITED WARRANTY

Purchaser and CERTEX expressly agree that CERTEX's warranty with respect to sale of its products is LIMITED solely to CERTEX's choice of repair, replacement or refund of the purchase price of any product or part thereof determined by CERTEX to be defective within the first 12 months following the transfer of title of the product from CERTEX to the purchaser. Purchaser and CERTEX expressly agree that upon termination of the aforementioned 12 month period,

the purchased product carries no warranty whatsoever. Purchaser and CERTEX expressly agree that the remedies provided in this section are the purchaser's exclusive remedies in connection with the purchase or use of the product. Purchaser and CERTEX expressly agree that in no event shall CERTEX be liable for any incidental or consequential damages in connection with the purchase or use of the product.

ALL OTHER WARRANTIES, INCLUDING EXPRESS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. PURCHASER HEREBY WAIVES ALL OTHER WARRANTIES, RIGHTS AND REMEDIES ARISING BY LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, EXPRESS WARRANTIES, THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, CERTEX HEREBY DISCLAIMS ANY OF ITS OBLIGATIONS OR LIABILITIES ARISING FROM STATUTE, WARRANTY, CONTRACT, TORT OR NEGLIGENCE.

Complete Agreement: This Warranty between purchaser and CERTEX is complete. All prior or contemporaneous discussions, representations and/or understandings are merged into this Warranty. All prior or contemporaneous agreements between parties are superseded by this Warranty.