

PRODUCT LIABILITY DISCLAIMER TERMS OF USE, WARRANTY & LIABILITY WAIVER

Aspel group offers the HYDO20 with the terms, conditions and notices as follows. The following terms and conditions apply to all sales and uses. Please review carefully. These terms and conditions include limited warranties and disclaimers of liabilities. Keeping, using or allowing use of Aspel's HYDO20 indicates your agreement to these terms. If you do not wish to agree to these terms, you have 14 days from the date of order to return the unused product.

Terms of use

This product is offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein.

Exclusive Obligation

This product has been designed for a variety of uses, but was neither designed nor manufactured as a product for lethal purposes. This product may not be used for unlawful purposes and that use is expressly prohibited under the terms and conditions of its use.

Use limitation

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, any information, software, products or services obtained, from Aspel group's website or its products.

Limited Replacement Warranty

This product is warranted against any manufactured defect for a period of twelve months from date of purchase.

Assumption of Risk

By buying, using, or allowing the use of Aspel Group's HYDO20, you understand and agree that misuse of the product can lead to High Risk Activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF Aspel Group including but not limited to equipment malfunction from whatever cause, or any other fault of Aspel Group. Additionally, you agree to indemnify, defend, and hold Aspel Group harmless from any third party claims arising from such High Risk Activities.

Door Modification

The HYDO20 is not to be modified in any way and its sole purpose is to provide additional support to open and close doors using underarm and/or elbow. Modification of doors or its components, through the use or misuse of Aspel group's HYDO20 can lead to malfunction causing serious risk. Risks include but are not limited to damage, serious physical injury, disability and/or death. You are responsible for any modifications you perform on your or anyone else's doors using the Aspel HYDO20. Aspel Group is not responsible and will not be held liable for any modifications done to doors, through the use or misuse of its product, even if the modifications include but are not limited

to, installing parts that require door(handle) modifications and/or improper installation and adjustment of the HYDO20.

Limitation Of Liability

As set forth above under the limited warranty provisions, Aspel Group's liability is limited to repair or replacement of its products which are returned to it in the specified period of time. In no event shall Aspel Group's liability exceed the value of the product(s) sold. In no event shall Aspel Group be liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any of its products.

Warning

Use and misuse of the HYDO20 delivered by Aspel Group involves serious risks including injury, disability and death. Purchasers assume all risks.

Inspect Before Each Use

This product must be inspected for use to ensure it has not been damaged in shipment. If damaged, do not use and immediately return the product to Aspel Group for a replacement.

Entire Obligation

The PRODUCT LIABILITY DISCLAIMER document states the entire obligation of Aspel Group with respect to the products. If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

Applicable Law

Your order from Aspel Group and this disclaimer statement are governed by the laws of Belgium. You hereby consent to the exclusive jurisdiction of Belgium law, in all disputes arising out of or relating to the use of this product. Use of this product is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Modification of Terms and Conditions

Aspel Group reserves the right to change the terms, conditions, and notices under which its products are offered.