



VALVES • ACCUMULATORS • CONTROLS

LIMITED WARRANTY

New Equipment/Parts: PacSeal Hydraulics, Inc as “Seller” warrants to Buyer for a period of (12) twelve months from date of shipment that Equipment of its own manufacture shall conform to the material and technical specifications set forth in the relevant scope of work document or purchase order as agreed to in writing by Seller and Buyer. If the Equipment fails to conform to specifications upon inspection by Seller, Seller at its option and as Buyer’s sole remedy will either repair or replace such defective Equipment with the type originally furnished.

Remanufacture to “As New” Equipment: Seller warrants to Buyer, for a period of (12) twelve months from the date of shipment that reconditioned “as new” Equipment will be free from defects in material and workmanship.

Overhauled Equipment: Seller warrants to Buyer for a period of (4) four months from the date of shipment that overhauled Equipment will be free from defects in workmanship. This warranty expressly assumes that parts normally considered consumables, including but not limited to rubber goods, seals, and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said Equipment or Parts.

Seller’s warranty obligations shall not apply if the non-conformity was caused by a) Buyer’s failure to properly store or maintain the Equipment or Parts; b) unauthorized modifications, repair, or service of the Equipment or Parts by Buyer; c) utilization of replacement parts not manufactured and/or provided by Seller; or d) inappropriate use or handling of the Equipment or Parts by Buyer. Furthermore, Seller’s warranty obligations under this article shall terminate if a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or b) if Buyer fails to pay any charges due to Seller. Any third party warranties provided on Equipment or Parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE SETS FORTH BUYER’S SOLE REMEDY AND SELLER’S ONLY OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS OR SERVICES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.