

1 Year Limited Warranty

Hydro Instruments guarantees all electro-mechanical equipment of its own manufacture to be free of defects in material and workmanship for a period of 1 year from the date of shipment from the factory.

Alteration, disassembly and improper use not in accordance with Hydro Instruments installation and operating instructions shall be cause for voiding the above warranty.

It is expressly agreed that the remedy provided in this section shall be the exclusive remedy against the seller for all such claims of any kind except breach of warranty.

The seller makes no warranty of any kind, express or implied, except as set forth herein and except that such materials are of seller's or manufacturer's standard quality and product specifications, and the buyer assumes all risk and liability whatsoever resulting from the use of such materials whether used singly or in combination with other substances. The materials covered shall be examined and tested upon receipt thereof.

Before such materials are used and within ten (10) days from receipt of shipment, the buyer shall notify the seller in writing of any claims on account of weight, quality, loss of or damage to said materials or otherwise. Failure to so notify the seller shall constitute a waiver by the buyer of all claims with respect to such materials, and in any event the use of such materials, shall be deemed to mean satisfactory performance on the part of the seller.

Seller's liability, if any, shall be limited to the value of the product supplied to the buyer. It is expressly agreed that the remedy provided in this section shall be the exclusive remedy against the seller for all such claims of any kind except breach of warranty. In no event, whether as a result of breach of contract or warranty or alleged negligence, or of any other claim of any other kind shall the seller be liable for special or consequential damages including but limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time costs, or claims of customers of the purchaser for such damages.



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The above stated warranty coverage is for a period of 18 months from the date of shipment from Hydro Instruments or 12 months from the date of installation, whichever is sooner. Coverage for this extended period is subject to, but not limited to the following restrictions.

EXCLUSIONS

This warranty is to apply to defects in components and workmanship occurring in the course of manufacture and not to factors beyond the control of Hydro Instruments. The following are factors beyond the control of Hydro Instruments which can cause damage and/or the need for service which will be excluded from this warranty.

- 1.) Physical damage due to force, dropping or other abuse.
- 2.) Any use of non-Hydro Instruments parts or alteration of design.
- 3.) Use with any gas (or any material) for which the unit was not specifically designed.
- 4.) Impurities from gas supplies introduced into sealing surfaces or any other part of the Hydro equipment.
- 5.) Introduction of liquefied gas into the Hydro Instruments equipment.
- 6.) Use above the rated feed rate capacity or pressure of the unit.
- 7.) Replacement of parts with other used Hydro parts.
- 8.) Any electronic occurance, beyond the control of the manufacturer.

The above listed exclusions are specifically provided for clarification and are not in any way intended to limit or eliminate other possible exclusions.