



## NEW PRODUCT LIMITED WARRANTY AND LIMITATION OF LIABILITY

Except hereafter as provided, Innovative Hydraulics LLC warrants every product it manufactures will be free of defects in materials and workmanship for a period of twelve (12) months from date of shipment.

**THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE. THIS WARRANTY IS NOT ASSIGNABLE.**

Components not manufactured by Innovative Hydraulics but sold by Innovative Hydraulics to Buyer are covered under vendor's warranty. Innovative Hydraulics makes no warranties whatsoever with respect to such components. Innovative Hydraulics conveys to buyer any warranties Innovative Hydraulics received from the manufacturers of such components.

When orders have been correctly filled, there shall be no returns without Innovative Hydraulics approval. Such returns will be subject to a restocking charge.

Except as provided for "soft goods", Innovative Hydraulics obligation under this Limited Warranty is strictly and exclusively limited to the repair or replacement free of charge of such goods as are found to be defective in material or workmanship on the condition the Buyer gives prompt written notice to Seller of any claim of breach of warranty within the warranty period, and, if requested, returns the defective goods to Innovative Hydraulics. Innovative Hydraulics reserves the right to satisfy its warranty obligation in full, with respect to defective goods, by the payment to the Buyer of all sums paid by the Buyer to Seller for such goods. Innovative Hydraulics shall repair or replace, F.O.B. factory, but not remove or install in the field, any perishable "soft goods" such as seals, gaskets, etc. Innovative Hydraulics assumes no responsibility for work accomplished or expenses incurred in the field, pertaining to such repairs or replacements, except upon written authority from our home office.

**IN NO EVENT SHALL INNOVATIVE HYDRAULICS LLC, BE LIABLE FOR CLAIMS (WHETHER BASED UPON BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, TORT CLAIMS, OR OTHERWISE), FOR ANY DIRECT, IMMEDIATE INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL DAMAGES. IF BUYER DESIRES FURTHER WARRANTY COVERAGE OR COVERAGE FOR EXCLUDED DAMAGES, INNOVATIVE HYDRAULICS IS WILLING TO NEGOTIATE A PURCHASE PRICE ADJUSTMANT.**