THREE YEAR LIMITED WARRANTY

SPRINGVILLE MFG. CO., INC. (SMC), maker of Springville Air Cylinders, subject to the following conditions, warrants that the same at the time of shipment is free from defects in material and workmanship and will conform to SMC’s applicable product specifications, and to applicable samples if order is based on such samples or to SMC’s immediate Purchaser’s written specifications where such specifications have been accepted in writing by SMC, subject to normal manufacturing and commercial variations applicable to all products.

LIMITATION OF LIABILITIES AND REMEDIES

SMC’s liabilities and Purchaser’s remedies for damages shall be limited exclusively to a return of the goods by Purchaser with authorization number, freight prepaid, accompanied by proof of purchase and written claim of defect and, in discretion of SMC, either repayment of purchase price, or repair and replacement of nonconforming goods or parts. In no event shall SMC be liable in any degree for any special, direct, indirect, incidental or consequential damages of any type or character, including, without limitation, loss of use of productive facilities or equipment, lost profits, property damage, personal injury, transportation, installation or removal or lost production whether suffered by Purchaser or any third party.

This warranty does not cover and no warranty is made with respect to:
A) products damaged in shipment or storage or otherwise without fault of SMC;
B) products which have been repaired with parts or material not furnished or approved by SMC or by anyone other than SMC or its authorized representatives, or, products which have been in any way tampered with or altered;
C) failures or damage due to misapplication, misuse, abuse, improper storage or handling, abnormal conditions of temperature, water, dirt, corrosive substances or other contaminants or hostile environments; and
D) claims not reported to SMC within thirty (30) days of date on which claimed defect is discovered.

THE FOREGOING WARRANTY IS LIMITED TO SMC’S PURCHASER, OR IF PURCHASED FOR RESALE, TO RESALE PURCHASER ONLY (AND TO NO OTHERS) AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE AND SUPERSEDES ALL PREVIOUS WARRANTIES OF SMC.

Springville Mfg. Co., Inc.
Specialists in Quality Air Cylinders and Components

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