



Warranty Statement

WARRANTY PERIODS

Ortman Fluid Power (Seller) warrants on factory assembled cylinders for two (2) years or 4,000 hours of use in normal service applications, whichever arrives first after Seller ships the product, provided Purchaser maintains the cylinder and only uses Ortman Fluid Power genuine parts.

The warranty covers:

Two (2) years - 100%

Material & Workmanship, and Lowest Return Shipment Charges

Normal maintenance items, such as seals, o-rings, packing, wiper, and scrapers, are not warranted unless found to be defective in material or workmanship.

Attachment items, such as valves, electronics, probes, rod end and base accessories, and rod locks, are not warranted with Ortman Fluid Power. Product warranties with original vendor's warranty applies.

GENERAL PROVISIONS

Seller warrants, to each retail Purchaser, products of the Seller's own manufacture, against defects in material and workmanship under normal use and service. With respect to products not manufactured by the Seller, the Seller will, if reasonably practical, pass along the warranty of the original manufacturer.

The Seller's sole obligation under warranty shall be, at its option, to repair, replace or refund the purchased price of any product or part thereof which is deemed by the Seller to be defective, provided the Purchaser meets the applicable requirements of this warranty and none of the limitation apply.

Requirements:

- 1) The purchaser **must not** dis-assemble the cylinder, tank, and/or booster for inspection.
- 2) The servicing must be completed by Ortman Fluid Power or an authorized distributor of the Ortman Fluid Power product.
- 3) The purchaser's product does not show signs of any form of modification since the original shipment.

LIMITATIONS

Notice of any alleged defect must be given to the Seller in writing, with all identifying details (including serial number, model code, type of equipment, and date of purchase), within thirty (30) days of discovery, during the warranty period. If requested by the Seller, the defective product or portion thereof must be promptly returned to Seller or an authorized distributor of the Ortman Fluid Power product.

This warranty **shall not** apply to and Seller shall not be liable for:

- a) Equipment conditions caused by normal wear and tear, abnormal conditions, accidents, neglect or misuse of equipment, improper storage or damages resulting during shipment;
- b) Labor charges, loss or damage resulting from improper operation, maintenance or repairs made by person(s) other than Seller or Seller's authorized distributors; or
- c) Improper application or installation of product.

DISCLAIMER

THIS WARRANTY IS THE SOLE WARRANTY OF THE SELLER AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED. THE SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED WITH THE PRODUCTS SHALL NOT EXCEED PURCHASER'S PURCHASE PRICE FOR THE PARTICULAR PRODUCT UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING, BUT NOT LIMITED TO, FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER), TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOSS OF PROFITS OR REVENUE OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.