

## Warranty Information

### NOTICE

The data and application materials contained herein are furnished for information only and are believed to be reliable. We cannot assume responsibility for test results achieved by others, over whose test methods and equipment we have no control. It is the user's responsibility to test to determine suitability for the user's purpose and to

adopt such precautions as may be advisable for the protection of property and persons against hazards that may be involved in the handling and use of the product. Because our products are being continuously improved, data contained herein is subject to change without notice.

### FIVE YEAR WARRANTY

HydraForce, Inc. warrants to the original purchaser of its products that the products are free from defects in workmanship and material, when operated under normal conditions and in accordance with accepted HydraForce and/or industry recommended practices. HydraForce, Inc. makes no warranty to those defined as consumers in the Magnuson-Moss Warranty - Federal Trade Commission Act. This warranty extends only to the original non-consumer purchaser of the product and is not transferrable.

This warranty shall be in effect for a period of 60 months from the starting date of services, but not to exceed 65 months from the date of manufacture as indicated by the date code stamping.

**Note: This warranty specifically excludes cartridge seals due to O-ring shelf life limitations. Further, this warranty excludes products not of HydraForce's manufacture which may be included as adjunctive products in manifolds or systems. These products specifically include, but are not limited to, other manufacturers' cartridge valves, subbase-type valves, electronic connectors, sensors, controls, fittings and filters. Where these products carry original manufacturers' warranties, the warranty passes through HydraForce to the original user as provided within the original manufacturer's warranty. Consult factory.**

To be eligible for warranty consideration, all product items must be covered by acceptable documentation and received at the HydraForce, Inc. factory within (3) months of the date of claim according to the requirements of the HydraForce Returned Goods Policy, as revised, which is considered to be part of this warranty.

This warranty shall not apply to products which, in the sole judgment of HydraForce, Inc., have been inadequately maintained or shelf-preserved, subjected to contamination, negligent handling, improper installation, tampering or unauthorized dis-assembly.

**This warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose and of any other obligations or liability on the part of HydraForce, Inc.** The purchaser is solely responsible for determining suitability for use. HydraForce, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with a new product. **HydraForce, Inc. shall not be liable, under any circumstances, for any loss of profits or any other contingent, consequential, or special damages. Specifically, HydraForce, Inc. shall not be responsible for the cost of removal of the product, damages due to removal, or any other costs incurred in shipping the product to and from the plant of manufacture, or incurred in the installation of the repaired or replaced product.**

Liability under this warranty is limited to the repair or replacement, at HydraForce, Inc. option, of the products determined to be defective upon examination and to be within the warranty period. This warranty policy does not provide for a refund or credit for defective material. Repaired or replacement product items shall be covered by the terms of this warranty on a pro-rated time basis, which reduces the warranty period by the amount of time the original product was in service.

### APPLICATION APPROVALS / LIMITATIONS

It is increasingly common for OEM machinery manufacturers to require of their suppliers that they participate in product design throughout the various stages of development. This is a positive outcome of concurrent design strategies and one in which, if properly executed, should result in more robust machinery, with higher long-term customer satisfaction. As a supplier, HydraForce is committed to supporting our customers in their efforts to make better machines through proper application of our products.

Engineering of machines is a quantitative process. While "soft" issues like operator comfort may be legitimately addressed in QFD exercises and marketing proposals, successful implementation of operation concept requires the listing of "hard" measurements and specifications. Only against comprehensive real numbers and supporting test data, therefore, can an engineer determine whether a product is appropriate for use in an application.

HydraForce stands ready to offer limited approval for an "application" (only) to the extent that the machine developer embodies the "application" with "hard" specifications, typically delivered in written form on engineering drawings, or other documentation. Viewing of machine operation, durability goals, joint participation in FMEA exercises, and OEM supplying applicable Industry Standards information are viewed by HydraForce as extremely useful in the development of a machine specification. However, it is our policy, herein, that any information or other aspect of intended machine operation not transferred to written specification is ineligible for "application approval." Limited application

approvals may be authorized only by HydraForce's V.P. Engineering, Engineering Manager, or the company President, and must be in writing.

HydraForce products have been successfully applied in a wide variety of commercial applications and are designed to generally conform to common industrial and mobile performance practices. **However, HydraForce specifically prohibits any Distributor, Customer, or other third party from applying HydraForce products in the following applications, without obtaining HydraForce Engineering Department approval:**

- Explosive or hazardous environments
- On-highway or railway vehicles carrying passengers
- Aircraft or aerospace vehicles
- Ordnance equipment
- Nuclear facility equipment
- Life-saving or support equipment
- Amusement Rides
- Non-oil-based hydraulic fluids
- Braking systems in on-highway vehicles

Questions regarding acceptance of applications should be directed to HydraForce Factory Engineering personnel. Acceptance must be obtained in writing and does not constitute suitability for use, which is the sole decision of the machine manufacturer, based on qualification testing of the device.