

Product Warranty Policy

TEXAS HYDRAULICS, INC. warrants its products (each, a “Product”) against defective materials and/or workmanship for a period commencing on date of manufacture of such Product and ending on the earlier of: (a) the third (3rd) anniversary thereof (the “Warranty Period”) (b) the end of the customers original equipment warranty period to the end user, and **will repair or replace, at the sole option of TEXAS HYDRAULICS, INC., free of charge, any warrantable product or part proven to be defective in material and/or workmanship.** Normal in-service wear of internal components is not covered by this warranty. Products which are repaired pursuant to the foregoing sentence (each a “Repaired Product”) are warranted by TEXAS HYDRAULICS, INC. strictly pursuant to the terms of this Product Warranty Policy; provided, however, that TEXAS HYDRAULICS, INC. will warrant such Repaired Product against defective materials and/or workmanship only until the later of (i) the end of the Warranty Period applicable to such Product included in the Repaired Product, or (ii) the ninetieth (90th) day from the date the repair service with respect to such Repaired Product is complete.

Authorization for return must be obtained and such return must be shipped freight prepaid and include a complete explanation of the defect and circumstances of the incident. Defective parts must be returned to TEXAS HYDRAULICS, INC., plant of origin within 30 days of authorization date. Should the claimed Product or Repaired Product be found not to be defective, re-test and review charges would be imposed prior to return of the claimed Product or Repaired Product to the customer. Valid claims will receive freight reimbursement from and back to the point of origin.

This warranty becomes null and void when the Product or Repaired Product is disassembled, welded upon, or in any way materially altered without prior approval by TEXAS HYDRAULICS, INC.

TEXAS HYDRAULICS, INC., shall not be held responsible or liable for loss of time, cost, labor, material, loss of profits, direct or indirect damages caused by defective Products or Repaired Products, whether due to rights arising under purchase order, contract of sale or independently thereof, and whether or not such claim is based on contract, tort, or warranty.

This express warranty is the sole warranty of TEXAS HYDRAULICS, INC. with respect to any Product or Repaired Product, as defined under terms of sale as stipulated on TEXAS HYDRAULICS, INC. quotations.

EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TEXAS HYDRAULICS, INC. MAKES NO OTHER WARRANTIES FOR A PRODUCT OR REPAIRED PRODUCT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, AND INCLUDING THE WARRANTY OF MERCHANTABILITY. IN NO CASE SHALL TEXAS HYDRAULICS, INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT, REPAIRED PRODUCT, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, INJURY TO PROPERTY AND, UNLESS PRECLUDED UNDER APPLICABLE STATE LAW, BODILY AND PERSONAL INJURY.