



## LIMITED WARRANTY

- 1. Material and Workmanship:** Subject to the limitations, exclusions and disclaimers hereof, Mailhot warrants exclusively to the Client that the all hydraulic cylinders (solely for purposes of this Limited Warranty, the "**Cylinders**") shall be free from defects in material or workmanship and will be in conformity with Mailhot's applicable specifications and drawings; provided, that all Cylinders shall be subject to tolerances and variations consistent with usual industry practices regarding dimensions, straightness, section, composition, mechanical properties, and normal variations in surface and internal conditions and quality and shall also be subject to tolerances and variations consistent with practical testing and inspection methods (the "**Limited Warranty**").
- 2. Warranty Period:** The duration of the Limited Warranty varies according to the models and start from the date of the Invoice for the purchase of the Cylinders (the "**Warranty Period**"). Refer to the original invoice for the applicable Warranty Period. In the absence of any Warranty Period stipulated on the original invoice, Warranty Period will be deemed to be of a maximum of two (2) year. Replacement or repair of defective parts do not interrupt the Warranty Period. Therefore, the Warranty Period on the replacement or repaired parts shall be calculated from the date of the original Invoice for the original Cylinders.
- 3. Scope:** Any failure of the Cylinders that is not traceable to a defect in material or workmanship is not covered by the Limited Warranty. These non-warrantable items include, but are not limited to: (i) damage caused during shipping, handling or installation; (ii) labor costs related to installation, removal or reinstallation or other contingent expense; (iii) routine replacement of parts due to normal wear and tear of the Cylinders; or (iv) service outside of Canada and the USA. Travel fees of the customer to perform an evaluation of a problem on the Cylinders, expenses for lubricant and workshop supplies, and expenses to repaint the Cylinders are not covered by the Limited Warranty and shall in no event be reimbursed by Mailhot.
- 4. Procedure:** If the Customer discovers, within the Warranty Period, a defect in material or workmanship, the Customer shall notify Mailhot within 30 days from this discovery in order to obtain a return authorization. Within a reasonable time after such notification, Mailhot shall, at no charge to the Customer: (i) perform any repair or replacement of parts that it determines to be necessary or useful to correct any defect in material or workmanship; or (ii) replace the original Cylinders with a new product, the whole at Mailhot' sole and absolute discretion. These remedies shall be the Client's sole and exclusive remedies and Mailhot's sole and exclusive obligation under the Limited Warranty.
- 5. Exchange:** A product or a parts that are new or remanufactured to perform as new shall be exchanged by Mailhot upon reception of the original Cylinders or parts concerned from the Customer and, upon the completion of such exchange, the original Cylinders or parts returned shall become Mailhot's property. The Warranty Period shall not be extended due to suspension of the use of the Cylinders because of repair, replacement, examination or for any other reason.
- 6. Transportation and installation:** Transportation and installation of warranty replacements shall be performed at Mailhot's cost, and Mailhot shall bear the risk of loss or damage to returned Cylinders or parts while in transit. Installation costs allocations are however limited to a specific maximum which has been predetermined by case and geographic location. You must contact Mailhot for more details.
- 7. Exclusions:** The Limited Warranty shall be inapplicable and automatically void if: (i) any repair, alteration, modification, customization, disassembling, addition or any other work is performed on the Cylinders by any person not authorized by Mailhot to do so; (ii) any alleged material defect, including deterioration or wear, is a result of failure to observe the manufacturer's instructions or guidelines, abuse, misuse, improper operation, care, storage or maintenance, unusual physical or electrical stress and/or power surges, brown-out, chemical abrasion or improper chemical or environmental conditions, fire, lightning, force majeure or superior force, accident, error, negligence, or is a result of use for any purpose other than the Cylinders' intended purposes; (iii) the Cylinders are operated in conjunction with accessories, other products, ancillaries or peripheral equipment or substances that have not been previously approved in writing or validated by Mailhot; (iv) the Cylinders are affected by local wear due to excessive vibration on the outside diameter of movable tubes; (v) the Cylinders are used after noticing a defect, a malfunction or another problem affecting their performance;(vi) the Cylinders are used in pressure conditions exceeding the recommended specifications; (vii) the Cylinders are used within a hydraulic system lacking an adequate filtering element or recommended system (ie. presence of any contaminants or water); (viii) the Cylinders are affected by normal wear and tear of the seals or by wear caused by contamination.
- 8. Exclusivity:** The Limited Warranty is exclusive and in lieu of all other warranties or conditions including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement of third party rights of any kind, made or intended by Mailhot or its authorized distributors.
- 9. LIABILITY:** IN NO EVENT SHALL MAILHOT BE LIABLE (a) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID BY THE CLIENT FOR THE CONCERNED CYLINDERS, OR (b) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING, BUT NOT LIMITED TO, LOSS OF LIFE, PERSONAL INJURY AND LOSS OF BUSINESS INCOME, DOWNTIME COSTS AND TRADE, OR OTHER COMMERCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE CYLINDERS, INCLUDING THE ABILITY OR THE INABILITY TO USE THE CYLINDERS.