

WARRANTY

M+S Hydraulic warrants, that its products, supplied directly to original equipment manufacturer, authorized distributor or other customer, will be free of defects in material or workmanship at the time of shipment from M+S Hydraulic and will conform to the products technical documentation (drawings and specifications) under sale agreement with Buyer.

This warranty will apply only to defects appearing within applicable Warranty period, mentioned below. If Buyer notifies M+S Hydraulic within the Warranty period about any such defects, M+S, at its sole option will replace or repair the defective products or their parts found by M+S Hydraulic to be defective in material or workmanship.

THE FOREGOING LIMITED WARRANTY IS AVAILABLE ONLY IF "M+S HYDRAULIC" IS PROMPTLY NOTIFIED IN WRITTEN OF THE ALLEGED DEFECT AND DOES NOT COVER FAILURE TO FUNCTION CAUSED BY DAMAGE TO THE PRODUCT, IMPROPER INSTALLATION, UNREASONABLE USE OR ABUSE OF THE PRODUCT, FAILURE TO PROVIDE OR USE OF IMPROPER MAINTENANCE OR USUAL, DEGRADATION OF THE PRODUCT DUE TO PHYSICAL ENVIRONMENTS OF AN USUAL NATURE. THE FOREGOING REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER. To facilitate the inspection, M+S Hydraulic may require return of the product/part, which Buyer claims to be defective.

M+S Hydraulic shall not be liable for labor costs or any other expenses incurred during the disassembling or reinstalling of the product/part.

In case the claimed products are returned to M+S Hydraulic in bad condition: dirty, disassembled, with damaged or missing parts during transportation, the warranty will be considered as not applicable and the products will not be liable to repair.

Warranty periods

New products: The Warranty period is limited to 24 consecutive months (2 years) from the date of production of the product.

Repaired products: If the product is repaired in M+S Hydraulic during its warranty period, the warranty period of the repaired item shall continue for the balance of original Warranty period or for a period equal to 50% of the original new product Warranty period, whichever is later.

Spare parts: The Warranty period for Spare parts is 12 consecutive months (1 year) from the dispatch date of such parts from M+S Hydraulic.

LIMITATION OF LIABILITY M+S Hydraulic's liability for claim of any kind, for loss or damage arising out of, connected with or resulting from an order, or from the performance or branch thereof, or from the design, manufacture, sale delivery, operation or use of any of its products shall be limited to, at M+S 's sole option, replacement, repair of any defective product or the issuance of a credit to Customer against any future purchases. Cash refunds will not be made under any circumstances and Customer will not be entitled to recover any damages of any kind against M+S Hydraulic, including but not limited to incidental or consequential damages, whether direct or indirect, known or unknown, foreseen or unforeseen.