



# Warranty Policy on Industrial Type Cylinders

## **LIMITED WARRANTY**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY WRITTEN OR ORAL, STATUTORY WARRANTIES PROVIDED BY LAW.

Regy Hydraulique (Regy) warrants each new industrial cylinder manufactured and sold by Regy (Product) against defects in material or workmanship for a period of one (1) year from the date of delivery of the Product to the customer.

Regy's responsibility under this warranty is limited to repairing or replacing at its discretion without charge, FOB at the plant, the warehouse or a repair shop approved by Regy, all parts and components of the Product, for which a prior inspection by Regy reveals a defect in material or workmanship.

The repaired or replaced part will be warranted for the rest of the warranty period of the Product on which it was installed. The warranty period will not be extended in case the Product is no longer in use due to repair, review or seasonal storage.

Regy reserves the right at any time to make changes or improvements to its products and its parts without obligation to the client. Any Product or any part or component replaced becomes the property of Regy.



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The Customer has the obligation to inform Regy of any defect immediately and to put the Product at Regy's disposal without delay for the purposes of inspection and repair.

The Customer must comply with any of Regy's recommendations regarding the maintenance **and** use of the Product under warranty, including but not limited to the following recommendations:

- Unless otherwise recommended in writing, the maximum operating pressure must not exceed **3000** PSI (207 Bar).
- The degree of oil contamination of the hydraulic system must not exceed 18/14 of the ISO code.
- During periods of inactivity, the cylinder must remain in the closed position to avoid damage to critical surfaces.

This Warranty is not a Guarantee of performance or productivity.



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## LIMITATIONS

Regy will not be required under any circumstances to repair or replace any Product or any parts or components of a Product:

- whose defect results from use or repairs not in accordance with Regy's recommendations.
- modified without Regy's permission or repaired with parts not approved by Regy.
- whose defect is attributable to the installation or improper use of parts or components or to a lack of maintenance.
- whose Regy identification number has been removed, tampered with or altered.
- whose defect is the result of an error in the specifications, information, instructions or guidelines provided by the Client for the manufacturing of the Product.
- damaged, improperly installed, subjected to an accident or subjected to misuse or abuse after being shipped to Regy's factory.



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## EXCLUSIONS

This Warranty does not cover:

- ❖ The wear and tear of the Product.
- ❖ Product transportation costs.
- ❖ The costs incurred for the removal or reinstallation of the Product.

## LIMITATION OF LIABILITY

It is understood that this Warranty is the sole and exclusive right and remedy of the Customer.

Regy will not be responsible under any circumstances for any damage arising directly or indirectly from the Product, including but not limited to, any loss of profits, enjoyment or use of the Product, replacement equipment rental, activities, contracts, revenues or reserves, increased costs or expenses, any loss or any other incidental.

This Warranty cannot be amended in any way except in writing by Regy.

**THIS WARRANTY SHALL BE APPLIED AND INTERPRETED IN ACCORDANCE WITH THE LAWS, TRADE AND USES OF THE PROVINCE OF QUEBEC.**