



HPS Warranty

Seller warrants the articles sold hereunder to be free from defects in material and workmanship and to conform to applicable specifications.

THESE EXPRESS WARRANTIES ARE THE SOLE WARRANTIES OF THE SELLER AND ANY OTHER WARRANTIES, EXPRESS, IMPLIED IN LAW OR IMPLIED IN FACT (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE), ARE HEREBY EXCLUDED.

Seller's sole obligation under its warranty shall be, at its option, to repair or replace or repay the price of any article or part thereof, which is proved to be other than as warranted. Seller's obligations as set forth in the next preceding sentence shall be the limit of Buyer's remedies in the event of breach of warranty. Except as Seller may agree in writing with regard to each specific incident of breach of warranty. Buyer shall have no right to recover for "incidental damages" or for labor charges, adjustments or repairs or any other work.

All warranties shall expire 12 months from the date of the invoice. No allowances shall be made to the Buyer for any transportation, labor charges or parts, adjustments or repairs, or any other work, unless such charges are authorized in advance by the Seller. Seller shall in no event be liable for special or consequential damages.

Any unit to be considered for warranty must first be returned to our facility for inspection, freight prepaid. If it is determined that the unit is covered under warranty we will repair or replace it at no charge. Refer to the Returned Goods Authorization (RGA#) when returning the item, freight prepaid.

This warranty does not cover units that have been disassembled or repaired by someone other than Hydraulic Parts Source, nor failures due to tampering, neglect, misuse, or accident, and does not cover any customer loss or expense resulting from the unit being out of operation. The unit must be operated according to the original manufacture's specifications; otherwise this warranty is null and void.