

# Peninsular® Cylinder Company – Est. 1948

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## Peninsular Custom Manufactured Cylinder Warranty

Peninsular Cylinder Company ("Peninsular") herein does warrant that all custom manufactured cylinders ("Cylinders"), most of which are identified with a SEF identification number, are free of manufacturing defects and are in conformance with (1.) the terms as stated on the buyer signed order acknowledgement, and (2.) all dimensions including other information, **as stated on the Peninsular supplied and customer signed approval drawings. This warranty is good for a period of ninety days after the date of shipment.**

Peninsular does not warrant, imply or represent that its custom manufactured Cylinders will work properly in any customer applications because (1) Peninsular is unaware of the application where the using party places the Cylinders and (2) in many instances the Cylinder is designed by someone other than Peninsular personnel. In no case does Peninsular assume any liability for the performance of a Cylinder pertaining to the buyer's design expectations. The buyer's testing of a Peninsular custom manufactured Cylinder in the buyer's application using the buyer's equipment system and manpower is the sole method of validation of a Peninsular Cylinder and in no case will any application testing be conducted or approved by Peninsular. The buyer is solely responsible for the cylinder design suitability within the buyer's application. Due to the variety of operating conditions and applications for the Cylinders and Peninsular's related products, Peninsular recommends that the buyer analyze all aspects of the application and carefully select the correct cylinder product to fit the buyer's application. All buyers or users who review Peninsular's product offering or who designs cylinder applications which incorporate the use of a Peninsular Cylinder must have sufficient technical expertise which would allow the buyer or user to select the correct Peninsular product suitable for the buyer's or the user's application. The buyer or user, in making the correct cylinder selection through their own analysis and application testing, is solely responsible for the cylinder product selection in assessing that all performance, safety and warning requirements of the application are met. **FAILURE OR IMPROPER CYLINDER PRODUCT SELECTION, MISAPPLIED ENGINEERING OR IMPROPER USE OF THE CYLINDERS AND RELATED PRODUCTS DESCRIBED HEREIN MAY CAUSE DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE.**

Peninsular's obligation under this warranty is limited only to the repair or replacement of the Cylinder should a manufacturing defect become identified within thirty days after the Cylinder was shipped by Peninsular. The buyer understands that Peninsular will not be held liable for any other costs or damages including any charges for removal, installation, assembly or any other charges in connection with the replacement or repair of the Cylinders. Peninsular, at its sole discretion, shall have the right to repair the Cylinder(s) at the job site or have it returned to the factory, freight prepaid, for evaluation. All returned products must have, before being returned to Peninsular, an "RMA" (return material authorization) number assigned to it by Peninsular's customer service department. Removal of the Peninsular metal ID tag indicating bore, stroke, and other information concerning traceability, immediately voids this warranty.

Peninsular's liability under this warranty for losses of any nature, whether based on contract or tort, shall not exceed the purchase price of the Cylinder. In addition, Peninsular is not responsible for and shall not be held liable for any consequential, contingent, punitive or incidental damages.

No sales agent of Peninsular shall have the right to determine warranty periods, terms or conditions for Peninsular custom manufactured Cylinders if such statements by the sales agents are different from those included herein.

**The implied warranties of merchantability and fitness for a particular purpose are excluded from this transaction and shall not apply to any goods sold by Peninsular.**

