

Peninsular® Cylinder Company

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Peninsular Custom Manufactured Cylinder Warranty

Peninsular Cylinder Co. Inc. (“Peninsular”) herein does warrant that all custom manufactured cylinders (“Cylinders”) are merchantable and are free of defects in material and workmanship and are in conformance with (1) the terms as stated on the Peninsular supplied order acknowledgement signed by Purchaser, and (2) any drawings with dimensions and/or specifications furnished by Purchaser and agreed to in writing by Peninsular via Peninsular order acknowledgements, and also as stated on the Peninsular supplied and customer signed approval drawings. This warranty is subject to the remedy clause stated herein. Except for the foregoing, it is agreed that there are no warranties, expressed or implied which extend beyond the description on the face hereof. This warranty is valid for a period of twenty-four (24) months from the date of shipment by Peninsular.

Peninsular does not warrant, imply or represent that its custom manufactured Cylinders will work properly in any customer applications due to the fact that (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. Peninsular does not assume any liability for the performance of a Cylinder pertaining to the Purchaser’s design expectations, in any case. The Purchaser’s testing of a Peninsular custom manufactured Cylinder in the user’s application using the user’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 Purchaser is solely responsible for the cylinder design suitability within the user’s application. The Purchaser 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.

Remedy: all claims under this warranty are limited only to the repair or replacement of the Cylinder should a manufacturing defect become identified within twenty four (24) months after the Cylinder was shipped by Peninsular. The Purchaser understands that Peninsular will not be held liable for any other costs or damages including, but not limited to, any charges for removal, installation, or assembly 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 identification tags located on the cylinder, improper installation of the cylinder, or failure to perform regularly scheduled maintenance in accordance with the individual cylinder ordered, or failure to maintain fluid cleanliness in the systems in which the Peninsular cylinder is installed in accordance with ISO 4406:99 18/16/13 will void this warranty.

No other remedy is permitted, whether in contract or tort (including strict liability and negligence).

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 of any nature, including without limitation, loss of production, loss of product, loss of operating supplies, or loss of revenues, profits or income in connection with the purchase, operation or use of the Cylinder.

No representative of Peninsular shall have the right to deviate from the warranty periods, terms or conditions for Peninsular’s custom manufactured Cylinders as stated herein, unless agreed to in writing by the General Manager of Peninsular. 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.