

**HYDROLICO INC.**  
**LIMITED WARRANTY**  
**September 2019**

1. **Materials and production:** Hydrolico International Inc. (hereinafter "Hydrolico") warrant exclusively to the customer (hereinafter "Customer") that all products (hereinafter "Products") are free from defects in materials or workmanship ("Limited Warranty") subject to the exclusions, exemptions and limitations contained herein. The Limited Warranty period for cylinders is valid for a twenty-four (24) month period. For all other products, it is twelve (12) months. It begins on the invoice date for cylinders and other products or upon their implementation ("Warranty Period"). For this purpose, refer to the original invoice;
2. **Scope:** The Limited Warranty covers normal wear and use within the Product's capacity limits. A failure of Products that is not related to any defect in materials, workmanship or normal use is not covered by the Limited Warranty. Items not covered by the Limited Warranty include, but are not limited to: (i) damage caused during shipment, handling or installation; (ii) labor costs related to the installation, removal and/or relocation of the Products concerned, as well as any related costs; (iii) routine replacement of parts due to normal wear and tear of the Products resulting from normal use; (iv) any service outside Canada or the United States; (v) the buyer's travel expenses to assess the nature of a problem on any of the Products are not refundable by Hydrolico;
3. **Procedure:** A customer who finds a defect in the materials or manufacture of the Products covered by the Limited Warranty during the Warranty Period must notify Hydrolico by written notice within 30 days of said discovery to obtain a Return Authorization with number. In the written notice, the Customer must identify the defect(s), as well as the circumstances surrounding the failure of the Product. Within a reasonable period of time after receipt of such notice, Hydrolico will: (i) replace or repair any part that it deems necessary or useful to correct the defect in materials or workmanship of the Products; or (ii) replace the Products concerned with a new product, all at no cost to the Customer and at the sole discretion of Hydrolico. Customer's appeals and Hydrolico's obligations under the Limited Warranty are limited to the replacement or repair of a part or products as set forth above;
4. **Exclusions:** The Limited Warranty will automatically be rendered inapplicable and declared null and void if (i) the Products have undergone any modification, alteration, repair, customization, dismantling or reconstruction by a person not authorized by Hydrolico; (ii) defaults or damage to the Products, including deterioration or wear, results from failure to comply with the manufacturer's instructions, abuse, misuse, improper use, poor maintenance or storage, abnormal electrical or electrical voltage and/or overcurrent, voltage reduction, use of abrasive products or improper environmental or chemical conditions, lightning, force majeure, accident, error, negligence or if the defect or damage results from a use contrary to the use for which the Products are normally intended; (iii) the Products are used with accessories, other products, equipment or peripheral substances or with auxiliary equipment not authorized or not approved by a written notice from Hydrolico; (iv) the Products have local wear on the outer walls of the moving tubes caused by excessive vibration; (v) the Products have continued to be used despite the fact a fault, malfunction or other problem affecting its performance was found; (vi) the Products have been subjected to pressure conditions that exceed the recommended specifications; (vii) the Products were used on a hydraulic system not equipped with an adequate filtering element or system recommended by Hydrolico (notably the presence of all kinds of contaminant and/or water); (viii) the Products have suffered normal wear or deterioration of seals caused by contamination;
5. **Transport:** Shipping costs for Products or parts repaired or exchanged under the Limited Warranty will be covered by Hydrolico. The Limited Warranty, however, does not cover the costs of shipping from Hydrolico's customers to their own customers, nor does it cover installation costs. Hydrolico will ensure the risk of loss or damage to products or parts repaired or exchanged during transport;
6. **Exchange:** A new or refurbished product, or new or refurbished parts, will be exchanged by Hydrolico upon receipt of the original Products concerned or original parts returned by the Customer. At the end of this exchange, Hydrolico becomes the owner of the original Products or original parts returned by the Customer. The Warranty Period will not be extended or suspended due to suspension of use of the Products because of repair, replacement or examination of the Products or for any other reason;
7. **Comprehensiveness:** The Limited Warranty is complete and replaces all other warranties or conditions, including, but not limited to, implied warranties or the conditions of merchantability, fitness for a particular purpose or the non-infringement of third-party rights, furnished or apparently furnished by Hydrolico or its authorized distributors;
8. **Responsibility:** In no event shall Hydrolico be liable for damages exceeding the initial purchase price of the concerned goods paid by the Customer or for punitive, exemplary, direct, indirect, incidental, special, accidental or consequential damages or any other damages, whether foreseeable or unforeseeable, including, without limitation, damage relating to loss of life, injury, loss of income, loss of production, material, time, labour, loss of use of a vehicle or equipment or any loss, commercial or otherwise, that may result from the use or defect of the Products or any of their components, or that is related to their use, including any loss of use of the Products.