

Manufacturers Limited Warranty

WARRANTY AND DISCLAIMER

The **LIMITED WARRANTY** that follows makes specific reference to the “Manufacturer”. It is hereby stated that the “Manufacturer” of ACP Cylinders is **Advanced Cylinder Products, LLC**

- **The Manufacturer warrants to Buyer** that the equipment will be free of defects, which are not commercially acceptable in material and workmanship for a period of **one (1) year from date of delivery** provided that the equipments has been properly installed and maintained, and operated under normal conditions.
- **This warranty is void and of no effect** and the Manufacturer shall not be liable for any breach of warranty, express or implied, if the equipment or any part or component thereof shall have been repaired or altered by persons other than those approved by the Manufacturer unless expressly authorized in writing by the Manufacturer, or if the equipment is installed or operated contrary to instructions or subjected to misuse, negligence or accident.
- **There are no other warranties that extend beyond the warranty herein contained** and no statement oral or written, inconsistent with this warranty is binding on the Manufacturer. No agent, employee, representative or distributor of the Manufacturer has any authority to bind the Manufacturer to any confirmation, representation or warranty concerning the equipment beyond the specifically included herein. Extension of or amendment to this warranty can be made only in writing by a duly authorized officer of the Manufacturer.
- **This warranty is made in lieu of all other warranties expressed or implied**, including any warranty of merchantability of fitness for a particular purpose
- **The policy of the Manufacturer is one of continuous improvement** of its products and therefore the Manufacturer reserves the right to make changes in design or materials as the Manufacturer may deem proper, without incurring any obligation to incorporate such changes in equipment of prior manufacture.
- **Buyer’s remedies for breach of any warranty** shall be limited as provide in the next section.

REMEDY FOR BREACH OF WARRANTY AND LIMITATION

- **The Manufacturer agrees to repair or replace – at their option**, any part of the equipment manufactured which during the period of one (1) year specified above, may prove upon the Manufacturer’s inspection to be defective in material and workmanship and not commercially acceptable; provided that such parts claimed to be defective are returned to a point designed by the Manufacturer. The Manufacturer shall not be responsible for labor costs for removal or replacement of defective parts.
- **Under no circumstances shall the Manufacturer be liable for Buyer’s lost profits or other consequential or incidental damages** resulting from any cause whatsoever, including but limited to any breach of warranty, negligence by the Manufacturer, or alleged damaged or defective goods, irrespective of whether such defects are discoverable or latent. The liability of the Manufacturer-in all events, including any claim of negligence, shall not exceed and is limited to the Manufacturers retail list price for parts to be defective.
- **Any claim for breach of the Manufacturers’ warranty herein contained must be made in writing** addressed to the Manufacturer setting forth sufficient detail to permit identification of the defect. Any claim for breach of warranty must be made within one (1) year after delivery of the item of equipment. If not made within such one (1) year period, any warranty claim shall be conclusively deemed to have been waived.
- **This warranty is not transferable**, and is available solely to the original Buyer.
- The remedies herein contained for breach of warranty and/or the Manufacturers negligence shall be exclusive.

LIMITATION OF ACTIONS

- **Any action for breach of this Limited Warranty must commence within six (6) months** of the time the cause of the action accrues, unless the Manufacturer in writing extends the period for action. This provision is made expressly in lieu of, and shall superseded, an otherwise applicable statute of limitations.
- **This warranty applies to equipment manufactured by the Manufacturer** and does no apply to components, parts, or accessories purchased by the Manufacturer. These itmes will carry only the warranty