



Warranty

Multicyl Inc. warrants their Multicyl cylinders to be free from defects in parts and workmanship at the time of shipment. If the cylinder operates unsatisfactorily during the warranty period, please contact Multicyl Inc. or our agent, Berger Tools Ltd, to arrange repair/replacement. The warranty period is for 1,000,000 hits or one year from the date of shipment.

Note: Almost 4 million strokes can be performed in 90 days at 30 strokes per minute

Multicyl Inc.'s sole responsibility shall be to repair or replace at Multicyl Inc.'s option.

WARRANTY STATEMENT

Multicyl Inc. warrants to the original Customer that Products sold by Multicyl Inc. will, under normal use and service, be free from defects in materials and workmanship (the "Warranty"). The Warranty for any Product commences on the date of shipment as reflected on Multicyl Inc.'s invoice and expires 12 months or a after such date, or a million cycles.

In order for Customer to make a valid claim that any Product supplied by Multicyl Inc. does not meet the Warranty, Customer must fully comply with the following Warranty claim procedures: Customer shall have notified Multicyl Inc. in writing prior to the Warranty expiration date and shall have received a written Returned Goods Authorization (RGA) from Multicyl Inc. referencing the Product(s) covered by the Warranty; and

Customer shall have returned such Product(s) to Multicyl Inc. referencing Customer's RGA, freight prepaid via common carrier. Multicyl Inc. shall assume no costs associated with shipping and/or brokerage fees incurred during transport. In no event will Multicyl Inc. make on-site repairs or replacements.

If Multicyl Inc. determines that a returned Product is covered under the Warranty, then Multicyl Inc. shall, at its option in its sole discretion, either (i) replace the returned Product at no additional cost to Customer or (ii) repair the product to perform as new. Customer acknowledges and agrees that its failure to (i) follow the Warranty claim procedures set forth above, including (without limitation) the process by which it reports any alleged defects in materials or workmanship and obtains its RGA from Multicyl Inc., or (ii) comply with the other Warranty conditions set forth herein, shall constitute a release and waiver of all Warranty obligations of Multicyl Inc. hereunder.

The Warranty is subject to the condition that Customer notifies Multicyl Inc. immediately in the event the Product at any time demonstrates any defect in materials or workmanship. The Customer is responsible for proper installation and normal care and maintenance of the Product. It is the customer's sole responsibility to ensure that the cylinders are not operated in excess of 125 PSI, and that an air filter and lubricator are used on the cylinder.



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The Warranty does not include coverage for any defect or performance deficiency, which is the direct or indirect result, in whole or in part, of accidents, abuse, misuse, operation of Product(s) outside of their environmental, or performance specifications, conditions, capabilities, or standards, sabotage or any other damage or alteration of the Product(s) by persons other than Multicyl Inc. employees, combining incompatible products, fires, floods, and other similar and dissimilar natural causes, damage, alteration, or any impairment of the Product(s) resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, maintenance or service by any party other than Customer or a designated representative of Multicyl Inc, or any acts, omissions, causes, or events beyond the control of Multicyl Inc. It is solely Customer's responsibility to test and determine the suitability of any Product for any intended use, and although Multicyl Inc. may have recommended a Product at Customer's request, Customer assumes all risk and liability whatsoever regarding such Product's suitability for Customer's purposes or any other intended use.

The Warranty does not apply to Products that have not been paid in full. Multicyl Inc. must be given a reasonable period of time to inspect any Product that is the subject of a Warranty claim, and Customer's failure to allow such inspection shall invalidate any warranty claim. The Warranty is not transferable to any subsequent purchaser or users of the Product(s).

The Warranty is (i) the sole and exclusive warranty provided for the Product(s), (ii) extends only to the original Customer (and not to any subsequent purchasers or users), (iii) is expressly in lieu of any other warranties, express or implied, including without limitation any warranty of merchantability, fitness for particular purpose or otherwise, even if such purpose is known to Multicyl Inc, and (iv) in lieu of any other obligations or liability on the part of Multicyl Inc.

Multicyl Inc. neither assumes, nor has authorized anyone to assume for it, any other warranty or liability in connection with its Product(s). If implied warranties arise or exist under any applicable law and cannot be waived or disclaimed, then those warranties will last only as long as the Warranty.

Limitations of Liability

It is expressly agreed that Customer's sole remedies relating to the products are set forth herein. Multicyl Inc. will have no liability under any circumstances for any consequential, incidental or special damages by reason of any act of omission arising out of or in connection with the Products, or the sale, delivery, installation, maintenance, operation, performance, or use of the Products, including (by way of example and not by way of limitation) damages, expenses, or losses incurred by reason of loss of use, lost revenues, lost profits, damage to associated equipment or to facilities, costs of capital, costs of substitute products or facilities, costs of replacement products, costs associated with down time, and any similar and dissimilar damages, expenses, or losses whether any such liability is based on contract, tort, or other legal or equitable principles, and in no event shall Multicyl Inc.'s liability exceed the purchase price of the Product(s) identified or involved in any dispute. The sole purpose of the stipulated sole remedy set forth in this section shall be to provide Customer with free replacement or refund for defective Products in the manner provided herein. This sole remedy will not be deemed to have failed of its essential purpose so long as Multicyl Inc. is willing and able to replace defective Products in the manner prescribed herein or, in its sole option, to provide a refund of the original purchase price paid by the Customer for such Product.



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