HYSON[®]

May 22, 2023

Hyson Guarantee and Limited Warranty for Counterbalance

For our counterbalance cylinders, Hyson guarantees that the cylinder will be free from defects in material and workmanship for the first 2 million strokes or two years from the date of sale (whichever occurs first), subject to the conditions below.

- The cylinder has been properly stored, installed, used, inspected, and maintained in accordance with Hyson's guidelines and recommendations (including installation and user guides), and, in absence of specific guidelines and recommendations, in accordance with normal industry practices.
- The cylinder has been in service in an ambient temperature of -10 degrees till +45 degrees C (unless otherwise agreed in written signed by a Hyson authorized representative).
- The piston rod and top of the cylinder have been protected from and not exposed to any welding sparks, painting, grinding particles or any other particles, fluids or contamination or any other items which could damage the surface of the piston rod, get stuck on the surface of the piston rod, or get inside of the cylinder and disturb the seal function. The cylinder must also not be exposed to any bending moment (side force) or pulling force, as this could result in a loss of pressure or malfunction.
- After one year in service, a documented maintenance has taken place by a Hyson authorized representative, or by Hyson trained and authorized third party who has followed Hyson's service instructions and used components specified by Hyson. The service must include (1) a visual inspection to ensure that the cylinder is free from damage and/or contamination that can disturb the function; and (2) a pressure check, and, if needed, adjust the pressure in accordance with the specifications provided by Hyson.
- Hyson's liability is limited solely to the repair or replacement, at Hyson's option, of cylinders which, upon inspection by Hyson, Hyson reasonable determines to be defective. The cylinders must be within the warranty period and returned to Hyson within thirty (30) days of the discovery of the allegedly defective condition, along with operation data (serial number, installation date, number of strokes, operating conditions) and reason for return. The customer shall be responsible for freight and installation, or removal charges incurred in connection with the repair and/or replacement of any cylinder found to be defective. There are no other warranties, express or implied, including implied warranties of merchantability or suitability for a specific use or fitness for a particular purpose, which are hereby disclaimed. Repair or replacement of the defective cylinder is the sole and exclusive remedy for defective cylinders. Hyson is not liable for (1) injury, property damage, or other loss related to the inability to use the cylinder or failure of the cylinder; or (2) incidental, consequential, special, punitive, indirect, or other damages, including lost profits. In no event will Hyson's liability exceed the selling price of the cylinder.

The above warranty is void, and Hyson will have no responsibility for (1) defects due to failure to comply with any of the above conditions; (2) cylinders which have been damaged, altered, neglected or misused; (3) defects due to accidents; (4) cylinders which have been repaired or maintained by anyone other than Hyson, its authorized representative or trained service technicians acting in accordance with Hyson's instructions and using components and supplies specified by Hyson; or (5) defects arising out of design or specifications provided by someone other than Hyson.

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Jan Tingvall Managing Director Strömsholmen AB