

Manufacturer's Warranty

HilArk Industries, referred to herein as "the Manufacturer", warrants each new product of its own manufacture to be free from defects in material and workmanship, under normal use and service, to the original owner only, for a period of twelve (12) months from the date of purchase subject to conditions and warranty extensions outlined below.

Manufacturer's obligation under this warranty is limited to repair or replacement with similar part(s) of any part(s) of the product of its manufacture which is returned to manufacturer within thirty (30) days after discovery of defect by the original owner, provided that in manufacturer's judgment the part is defective in material and/or workmanship.

Manufacturer will furnish without charge, FOB its plant a similar part to replace any part of a product of its manufacture which proves in manufacturer's judgment to be defective in material or workmanship while in normal use and service during this warranty period.

The manufacturer's warranty or obligation in connection with the sale of the product to the original owner:

1. Shall be expressly limited to the repair or replacement of defective parts, as stated above all other damage and claims, statutory or otherwise, being hereby expressly waived by the purchaser and covers only those labor charges specifically authorized and approved by manufacturer.
2. Shall not apply to failure or damage incurred through the original owners neglect, lack of maintenance, misuse, accident, improper installation and use, reconstructing or modifying of assemblies and parts through any other cause beyond the control of the manufacturer.
3. Shall not apply if the product has been operated or used beyond manufacturer's recommended capacity.
4. Does not cover products of other manufacturers beyond such warranty as is made by such other manufacturer.
5. Requires that all warranty repairs shall be made by a manufacturer approved facility. A manufacturer's authorized distributor must obtain manufacturer's authorization before making warranty repair or replacement.

No claim under this warranty shall be valid unless such claim is submitted to the manufacturer within twelve (12) months after date of sale and within thirty (30) days after the discovery of the defect, which is the basis for such claim, whichever shall occur first. The foregoing is manufacturer's sole warranty and manufacturer makes no other warranties of any kind whatsoever: express, implied or statutory. All implied warranties or merchantability and fitness for a particular purpose, written or oral, are hereby disclaimed by the manufacturer. In no event shall HilArk Industries, Inc. be liable for consequential damages nor shall HilArk's liability on any claim for any direct, incidental or special damages arising out of or connected with sales contract or manufacture, sale, deliver or use of the products shall exceed the purchase price of the goods.