



## **LIMITED PRODUCT WARRANTY**

For a period of twelve (12) months from the date of purchase, Mid-State warrants that its products shall be free from defects in material and workmanship. Defective products will be replaced at no charge or credit will be given. Liability is limited to the invoice value of the merchandise. No other warranty, expressed or implied is given. This Warranty shall not apply to and Mid-State gives no warranty with respect to any products manufactured, in whole or in part, in accordance with designs or specifications provided by customer.

Any failed assembly must be returned to Mid-State for evaluation before a claim can be considered. User bears all risk of spoliation or loss of the failed assembly.

Proper installation of hose and tube assemblies is essential to the safe operation of the assembly and related equipment. Improper installation can result in serious injury or property damage. In order to avoid bodily injury or property damage resulting from improper installation, you should carefully review all specifications and parameters regarding the components including the hose, tubes, fittings and the installation.

This Limited Warranty shall not apply to any product or component thereof which has been repaired or altered in any manner so as, in Mid-State's sole judgment, to affect its serviceability, or to any product that has been subject to alteration, accident, misuse, abuse, neglect or normal wear.

We recommend strict adherence to all relevant SAE Recommended Practices for the selection, installation and maintenance of hose and tube assemblies and to the component parts thereof. Damage due to abuse, misuse, improper use, inadequate maintenance or failure to follow Mid-State's installation, use or service recommendations will automatically void this Warranty.

This Limited Warranty shall not apply to products which have been assembled or installed or used in a manner contrary to Mid-State's instructions, or due to failure to follow Mid-State's printed instructions for operation and maintenance. Any technical assistance provided by Mid-State personnel or representatives in system design is construed to be a proposal and not a recommendation. The responsibility for determining feasibility rests with the user. Only the terms expressed in this Limited Warranty shall apply and no distributor, corporation or individual is authorized to amend, modify or extend this Limited Warranty in any way on resale.

**THE ABOVE WARRANTY CONTAINS THE SOLE WARRANTY CONCERNING PRODUCTS SOLD. MID-STATE MAKES NO OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ALL OF WHICH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

**NOTWITHSTANDING ANY PROVISION IN THE TERMS AND CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT SHALL MID-STATE BE LIABLE IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN THE PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF MID-STATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**THE TOTAL CUMULATIVE LIABILITY OF MID-STATE ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED.**

(Revised 9/2014)