

✓ Select Guarantee

Two Million Strokes

DADCO LIMITED WARRANTY

DADCO warrants to *Customer* that each L Series (90.3 Series) Gas Spring (through 80 mm stroke) manufactured and sold by DADCO after January 1, 2004 for installation at *Customer* shall be free from defects under normal use and maintenance conditions for two years from the date of sale or <u>TWO MILLION</u> (2,000,000) strokes, whichever occurs first. DADCO's liability under this limited warranty is limited solely to the replacement or repair, at DADCO's option, of any such gas spring that may fail, which failure is brought to DADCO's attention within the warranty period and which is proven to be defective upon inspection by DADCO. See reverse side for complete limited warranty details.



The Global Leader in Nitrogen Gas Spring Technology



DADCO LIMITED WARRANTY

The warranty period for replacement gas springs shall in no event exceed the warranty period of the original defective gas spring. This warranty does not extend to any gas spring which has been damaged or subjected to misuse or to any gas spring which has been repaired by other than DADCO or its authorized representatives, or to gas springs which have been altered by other than DADCO, nor does it extend to equipment, machinery or dies necessary for use of the product as a gas spring. *Customer* shall be responsible for any and all freight charges incurred in connection with the repair or replacement of any defective gas spring.

Customer shall notify DADCO of **Customer's** installation of any gas spring at the time of such installation and provide to DADCO the serial number of each gas spring installed, together with such other data as DADCO may reasonably request to establish the number of strokes incurred by any gas spring alleged to be defective or fail to perform as warranted herein.

THE WARRANTIES CONTAINED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE GAS SPRINGS, INCLUDING THE PARTS THEREOF.

DADCO WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, LOSS OF PROFIT OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE GAS SPRINGS OR THE FAILURE OF THE GAS SPRING, WHETHER ON ACCOUNT OF NEGLIGENCE OR ANY OTHER CAUSE, NOR SHALL DADCO BE LIABLE FOR ANY COSTS INCURRED IN CONNECTION WITH THE REMOVAL AND/OR REPLACEMENT OF THE GAS SPRING. IN NO EVENT SHALL DADCO'S LIABILITY HEREUNDER EXCEED THE SELLING PRICE OF THE GAS SPRING TO CUSTOMER. THIS WARRANTY SHALL BE VOID AND OF NO FORCE AND EFFECT WITH RESPECT TO ANY GAS SPRING WHICH IS DAMAGED AS A RESULT OF (A) NEGLECT, ABUSE, ALTERATION OR ACCIDENT, (B) IMPROPER USE, INCLUDING FAILURE TO FOLLOW OPERATING, MAINTENANCE AND ENVIRONMENTAL CONDITIONS PRESCRIBED IN DADCO'S INSTRUCTION MANUAL, (C) REPAIR BY OTHER THAN SERVICE REPRESENTATIVES QUALIFIED BY DADCO AND ACTING IN ACCORDANCE WITH DADCO'S SERVICE BULLETINS OR (D) USE OF SUPPLIES OR PARTS WHICH DO NOT MEET DADCO'S SPECIFICATIONS. ANY SUIT BETWEEN THE PARTIES RELATING TO THIS WARRANTY SHALL BE COMMENCED, IF AT ALL, WITHIN ONE YEAR OF THE DATE IT ACCRUES.

DADCO, Inc.

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