## Cautionary and Warranty Statement



## **CAUTIONARY STATEMENT**

All Products sold and distributed by Kuriyama of America, Inc. are commodities and are sold based on their ability to perform within each product's published specifications. The Products are not sold for particular purposes, uses or applications. Purchasers and users are solely responsible for determining whether the Products are suitable for the purchaser's or user's intended purposes, uses or applications. Purchasers and users shall conduct their own engineering studies or tests, or retain qualified engineers, consultants or testing laboratories before determining the proper use, suitability or propriety of the Products. Alfagomma and Piranha Hose hoses and fittings are designed, engineered and tested to be used together in an assembly. Alfagomma and Piranha Hose do not recommend or authorize the use of their hoses or fittings with another manufacturer's hoses or fittings, as doing so may result in unreliable or unsafe assemblies.

Purchasers and users should follow all instructions contained in the catalogs, brochures, technical bulletins and other documents of Kuriyama of America, Alfagomma and Piranha Hose. Kuriyama of America, Alfagomma and Piranha Hose recommend only those hose and coupling combinations specified in the applicable Hydraulic Products Catalogs. The Products, including but not limited to, hose, tubing or couplings, may fail due to the use or conveyance of substances at elevated or lowered temperatures or at excessive pressure, the conveyance of abrasive, injurious, flammable, explosive or damaging substances.

Hose or tubing used in bent configurations will be subjected to increased abrasion. Hose clamps or couplings may loosen after initial installation, and all sections of hose and tubing – including connections, couplings, clamps, conductivity and bonding – should be inspected frequently, regularly and consistently, and should be replaced, adjusted or re-tightened to avoid leakage, prevent injuries or damage, and for general safety purposes.

Purchasers or users of the Products should frequently and consistently undertake inspections and protective measures with respect to the use and application of Products, which should include the examination of tube and cover, conditions of the hose or tubing, and the identification, repair or replacement of sections showing cracking, blistering, separations, internal and external abrasions, leaking or slipped couplings or connections and make proper proof tests.

Kuriyama of America, Alfagomma and Piranha Hose shall not be liable or responsible for hose assemblies that have not been produced in conformance with their assembly recommendations and current crimp data charts.

## LIMITED WARRANTY AND LIMITATION OF LIABILITY

The Products sold or distributed by Kuriyama of America are warranted to its customers to be free from defects in material and workmanship at the time of shipment by us, subject to the following provisions. ALL WARRANTY CLAIMS SHALL BE MADE WITHIN SIX (6) MONTHS AFTER KURIYAMA OF AMERICA SHIPPED THE PRODUCTS. KURIYAMA OF AMERICA'S LIABILITY HEREUNDER IS LIMITED, AT KURIYAMA OF AMERICA'S EXCLUSIVE DISCRETION, TO 1) REFUND OF THE PURCHASE PRICE PAID TO IT FOR DEFECTIVE PRODUCTS; OR 2) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR PART UPON ITS AUTHORIZED RETURN TO KURIYAMA OF AMERICA.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KURIYAMA OF AMERICA, ALFAGOMMA OR PIRANHA HOSE BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF KURIYAMA OF AMERICA, ALFAGOMMA OR PIRANHA HOSE.

IN ADDITION, THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PORTIONS THEREOF WHICH HAVE BEEN SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE, OR OPERATION, ELECTRICAL FAILURE OR ABNORMAL CONDITIONS, AND TO PRODUCTS WHICH HAVE BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED, REWORKED BY ANYONE NOT APPROVED BY SELLER, OR USED IN ANY MANNER INCONSISTENT WITH THE PROVISIONS OF THE "CAUTIONARY STATEMENT" ABOVE OR ANY INSTRUCTIONS, MATERIALS OR SPECIFICATIONS PROVIDED WITH OR FOR THE PRODUCT.

Because we continually examine ways to improve our products, we reserve the right to alter specifications or discontinue products without prior notice.

