

cowan dynamics inc.



WARRANTY

COWAN DYNAMICS, hereinafter referred to as “The Seller”, warrants products of its manufacture to be free from defects in material or workmanship under normal use for 12 months after the date of shipment from the factory.

During the warranty period “The Seller’s” sole obligation is to either repair or replace a defective product as may be elected at “The Seller’s” sole discretion.

All transportation costs are at the buyer’s expense.

All defective parts must be returned to COWAN DYNAMICS, within the warranty period. Written authorization for such return must first be obtained.

Any alteration or repair of the goods by a party not specifically authorized in writing by “The Seller” shall automatically void the warranty.

In no event shall “The Seller” be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with agreement or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.

This warranty shall be rendered null and void when, in the judgment of COWAN DYNAMICS, if the equipment has been subject to abnormal or abusive use or lack of proper care and maintenance by the buyer, or when it has been determined that environmental or application conditions have exceeded those specified for normal use of a specific product.

Notwithstanding the foregoing, warranties for items built wholly or partially to buyer’s design or specifications are limited to dimensional conformity to engineering drawings supplied by “The Seller” or Buyer.

Finished materials and accessories purchased from other manufacturers are warranty only to the extent of the manufacturers’ warranty to “The Seller”.

“The Seller” makes no warranty of any kind whatsoever, expressed or implied, other than as specifically stated herein; and there are no warranties of merchantability and/or fitness for a particular purpose which exceed the obligations and warranties specifically state herein.

Parts furnished without charge as replacements for original parts under warranty are warranted for the remainder of the original warranty period.

Force Majeure: “The Seller” does not assume the risk of and shall not be liable for delay or failure to perform any of “The Seller’s” obligations by reason of circumstances beyond the reasonable control of The Seller (hereinafter “Events of Force Majeure”).

Events of Force Majeure shall include without limitation, accidents, act of God, strikes of labour disputes, acts, laws, rules or regulations of any government of government agency, fires, floods, delays or failures, in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller’s control.

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