QUALITY MARINE EQUIPMENT SINCE 1981



PYI, Inc. **LIMITED WARRANTY / LIMITATIONS OF REMEDIES AND LIABILITY**Hose Clamp

Grant of Limited Warranty: PYI, Inc. ("PYI") Hose Clamps are guaranteed to the original purchaser only to be free from manufacturer defects in workmanship or materials under normal use for a period of one year from the date of first use or shipment, whichever comes first. During the warranty period, all original parts subject to this limited warranty with proof of purchase as confirmed by showing the model number on original dated sales receipt are determined by PYI to be defective in materials or workmanship, will either be repaired or replaced by PYI or its authorized agent, at its sole option, free of charge, except for shipping and handling charges and dealer labor charges (if applicable), which charges are not covered by this limited warranty. The warranty on any part repaired or replaced under this limited warranty expires at the end date of the original warranty period. Such repair or replacement is subject to verification of the defect or malfunction by PYI or an authorized agent.

Limitations of Limited Warranty: This limited warranty does not apply to or cover any product that has been improperly installed, received incorrect and/or inadequate maintenance and/or care or no maintenance at all, any condition resulting from other than ordinary wear and/or any use for which the product was not designed and/or intended for, dissatisfaction due to buyer's remorse, damages incurred during transportation, damages incurred during assembly and/or maintenance, damage resulting from misuse, abuse, negligence, and/or accident, being modified and/or altered in any way and/or unauthorized repair, and normal wear and tear or electric motor burn-out. In order to obtain warranty service, the PYI Hose Clamp, together with the bill of sale or other dated proof-of-purchase document identifying the hose clamp model number, must be presented to an authorized PYI Hose Clamp agent during the warranty period. For assistance in locating an authorized agent, please contact PYI at:

PYI Inc. 12532 Beverly Park Road Lynnwood, WA 98087 Phone: 425-355-3669

Except for the limited warranty expressly provided above, to the maximum extent permitted by applicable law, PYI and its agents make no warranties, express or implied, and disclaim all warranties, duties and conditions, whether expressed, implied or statutory, with respects to the PYI Hose Clamp, including, without limitation, any implied warranties of merchantability, against latent defects, fitness for a particular purpose, or correspondence to description.

Limitation of Remedies: in the event of a breach of the limited warranty set forth above, PYI or its authorized agent will only be obligated at PYI's sole option to either repair or replace the failed Hose Clamp. If after written notice to PYI of each defect, malfunction or other failure and a reasonable number of attempts to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, PYI shall refund the purchase price paid to PYI in exchange for the return of the sold good(s). Said refund shall be the maximum liability of PYI. THE FOREGOING REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST PYI REGARDLESS OF THEORY, WHETHER ARISING IN CONTRACT, BREACH OF ANY WARRANTY, TORT, INCLUDING STRICT LIABILITY OR NEGLEGENCE, OR OTHERWISE.

Limitation of Liability: To the maximum extent permitted by applicable law, PYI and its agents expressly disclaim and exclude any liability for any incidental, special, indirect or consequential damages resulting from any reason whatsoever. This exclusion applies to all legal theories under which damages may be sought.

Note: This limited warranty gives the buyer specific legal rights and you may also have other rights which may vary from state to state.

- All measurements in the specifications sheet are approximate and subject to standard acceptable tolerance variation
- · All specifications and pricing are subject to design improvements and change without notice

LIMITATIONS OF LIABILITY:

PYI INC, ITS AFFILIATES, DEALERS AND PARTNERS SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER RESULTING FROM THE USE, POSESSION, ACCESS, OR MALFUNCTION OF PYI INC OR AFFILIATES PRODUCTS INCLUDING BUT NOT LIMITED TO; ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES TO PROPERTY OR EQUIPMENT OR PERSONS, ANY LOSS OF PROFITS OR LOSS IN SAVINGS, ANY DAMAGE OR LOSS FROM A BUSNIESS INTERRUPTION, LOSS IN TIME, INCONVENIENCE, ANY LABOR TO REMOVE OR INSTALL OR REINSTALL OR MAINTAIN, PERSONAL INJURY, FAILURE TO MEET ANY DUTY OF CARE OR MAINTENANCE, OR CLAIMS BY A THIRD PARTY EVEN IF A PYI INC. REPRESENTATIVE HAS BEEN NOTIFIED OF ANY POSSIBLE LOSS, DAMAGES, CLAIMS, OR COSTS.

BECAUSE CERTAIN STATES AND COUNTIRES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THIS LIABILITY IS TO APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT SHALL PYI, ITS AFFILIATES, DEALERS AND PARTNERS LIABILITY FOR DAMAGES (EXCEPT AS REQUIRED BY LAW IN THE APPLICABLE JURISDICTION) EXCEED THE ACTUAL PRICE PAID BY THE CUSTOMER TO PYI INC OR ITS AFFILIATES, DEALERS AND PARTNERS.