



**Ralston**  
Metal Products Limited

## **Warranty**

RALSTON METAL PRODUCTS expressly warrants that equipment and material manufactured by it will be free of defects in material, workmanship and title at the date of shipment. This Warranty is exclusive and is offered in LIEU OF ALL IMPLIED OR STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) or any other express or implied warranties of representations. All claims under this Warranty must be made in writing and delivered to Ralston Metal Products prior to the expiration of one (1) year from the date of shipment from our warehouse. Upon receipt of a timely claim, Ralston Metal Products shall inspect the item or items claimed to be defective, and Ralston Metal Products shall, at its option, modify, repair or replace, free of charge, any item or items which Ralston Metal Products determines to have been defective at the time of shipment from the factory, excluding normal wear and tear. Inspection may be performed at the Ralston Metal Products plant, and in such event, freight for returning items to the plant for inspection shall be paid by the Ralston Metal Products. Ralston Metal Products cannot be held responsible for the wrong enclosure type selection since environmental conditions are beyond our control. Ralston Metal Products shall have no responsibility if such item was improperly stored, installed, operated, maintained, modified and/or repaired by an organization other than Ralston Metal Products. Adjustments for items of equipment and material not manufactured by Ralston Metal Products shall be made to the extent of any warranty of Ralston Metal Products or supplier thereof. The foregoing shall be Ralston Metal Products sole and exclusive liability and buyer's sole and exclusive remedy for any breach of warranty or for any other claim based on any defect in, or non-performance of, the equipment and material, whether based on breach of contract or in tort, including negligence or strict liability.