



Standard 5 Year Limited Warranty

This warranty is given by Hyspan Precision Products, Inc. (Hyspan), located at 1685 Brandywine Avenue, Chula Vista, California 91911, (619) 421-1355, for the benefit of the first Purchaser of the product to which the warranty applies. This warranty applies to those products which are manufactured and supplied by Hyspan.

The warranty is that the products manufactured and supplied by Hyspan will be free from defects in material or workmanship under normal use and service for a period of five (5) years, sixty (60) months from commencement of use, or seventy-two (72) months from shipment by Hyspan, whichever period is the shortest, and in accordance with the following conditions:

1. The maximum and minimum design pressure and temperature are not exceeded—including surge and upset conditions.
2. The installation conforms to Hyspan installation instructions and approved practice for anchoring, supporting and guiding, and generally accepted good piping practice.
3. Design motions are not exceeded, including installation motions.
4. Substances, including all contaminants, in contact with all internal and external surfaces must be compatible with the materials of construction. Steam, condensate, and water containing more than 100 parts per million chlorides, are specifically excluded when stainless bellows are used; Inconel 625 bellows construction qualifies. Soldering flux acid induced failures are specifically excluded.
5. If applicable, Hyspan warranties satisfactory leak-free performance. If leakage occurs through the packing and cannot be prevented by additional packing by the user in accordance with the field packing installation instructions, Hyspan will repair or replace the expansion joint within the terms of this warranty.
6. The warranty is limited to installations in the United States and Canada.

The Purchaser shall advise Hyspan of any warranty claim within fifteen (15) days from the date of the claimed malfunction. Hyspan shall provide return goods authorization and shipping directions to return the product to the factory. All products must be returned to the factory by and at the expense of the person claiming the benefit of the warranty within thirty (30) days from the date of claimed malfunction. The Purchaser is obligated to the current replacement cost of the product and shipping expense. Labor, material, and other costs related to the failure or replacement of the product are not included.

Upon receipt of the product, the cause of failure shall be determined by the Hyspan factory at no expense to the Purchaser. The only entity authorized to do any warranty repairs is the Manufacturer (Hyspan). In the event of malfunction of a product due to a covered defect, Hyspan will repair, replace, or issue credit for the price of the product, at its option.



For valid warranty claims, a credit shall be issued by the factory for the replacement cost and/or least expensive shipping. In the event of a dispute, Hyspan shall furnish the product with a claimed malfunction to the Purchaser or their representative for failure analysis. Hyspan shall not be liable for damage or delay suffered by the Purchaser.

WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY

This Limited Warranty does not cover: (i) defects or damages resulting from acts of God, casualty, accident, misuse or abuse, overloading, exceeding the recommended weight capacity, neglect, alterations, modification, service or repair by other than Hyspan or its independent third party service providers, including without limitation by you; (ii) improper assembly or installation or de-installation, negligence, accidents, operation or maintenance, improper connections with peripherals or other causes not arising out of defects in the materials or workmanship of Products; (iii) any Product for which the warranty sticker has been removed, modified or defaced; (iv) shipping containers, batteries, cabinets, media, software or accessories; (v) normal wear and tear; (vi) damage to or loss of repaired or replaced Products during shipping by Hyspan except when such damage or loss is caused by poor or inadequate packaging by Hyspan; or (vii) Products purchased outside the United States and Canada.

UNDER NO CIRCUMSTANCES WILL HYSPAN BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF HYSPAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF HYSPAN HEREUNDER EXCEED THE GREATER OF \$50 OR THE AMOUNT YOU ACTUALLY PAID FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NOT ALL JURISDICTIONS ALLOW SUCH LIMITATIONS OF DAMAGES SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

WARRANTY DISCLAIMER AND LIMITATIONS

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND HYSPAN EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN.

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HYSPAN MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS OR ANY MATTER WHATSOEVER. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY HYSPAN. THE AGENTS, EMPLOYEES, DISTRIBUTORS, AND DEALERS OF HYSPAN ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS LIMITED WARRANTY, OR MAKE ADDITIONAL



WARRANTIES BINDING ON HYSpan. ACCORDINGLY, ADDITIONAL STATEMENTS SUCH AS DEALER ADVERTISING OR PRESENTATION, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY HYSpan AND SHOULD NOT BE RELIED UPON. HYSpan DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT FAILURE, OR THAT THE PRODUCTS WILL MEET YOUR NEEDS OR EXPECTATIONS. NOT ALL JURISDICTIONS ALLOW SUCH WARRANTY LIMITATIONS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

CHOICE OF LAW AND JURISDICTION

FOR PURCHASES WITHIN THE US - This Limited Warranty shall be subject solely to the laws of the State of California and subject to the sole jurisdiction of the State and Federal Courts located in San Diego County, California. The parties hereby consent to the personal jurisdiction of such courts.