

TDW Product Warranty

1. Products manufactured by T. D. Williamson, Inc., are warranted free from defects in material and workmanship for a period of **three (3) years from the date of shipment from the factory. Elastomer products are warranted for one (1) year under proper storage to be free from defects in material and workmanship. The foregoing warranty does not apply to any items not manufactured by T.D. Williamson, including but not limited, to, electronic devices, switch components, pumps, o-rings, purchase cylinders, etc. These third party parts will revert back to suppliers warranty. TDW assumes no liability under this or any other warranty for components not manufactured by TDW. This Warranty applies only to products shipped after June 30, 2000.**
2. If TDW accepts any claim made under this Warranty, TDW's liability, if any, shall be limited to, at TDW's sole option, repair or replacement of the failed part or product, or a refund of the purchase price, less an allowance for services rendered for the product prior to the Warranty claim. **TDW disclaims any and all responsibility for special, consequential or incidental damages arising out of or related to the sale, use, or inability to use any products covered by this Warranty.**
3. Buyer agrees not to return goods for any reason except with the prior written consent of TDW, which consent, if given, shall specify the terms, conditions and charges upon which any returns may be made. Materials returned to TDW for Warranty work must have a Return Material Authorization (RMA) number, and such number must be noted on the package at the time of shipment. Claims under this Warranty must be made in writing within ten (10) days of any failure and sent by registered mail to: P. O. Box 3409, Tulsa, Oklahoma 74101. Any failed products or parts must be held for inspection by TDW or, at TDW's option, returned to TDW's factory. Customer shall prepay shipping charges, and shall pay all duties and taxes, as applicable, for products or parts returned to TDW for warranty service.
4. This Warranty shall not apply to any product or component which has been repaired or altered by anyone other than TDW, or has become damaged due to misuse, negligence or casualty, or has been operated or maintained contrary to TDW's printed instructions and warnings.
5. The sole purpose of the exclusive remedy contained in the limited Warranty shall be to provide repair or replacement of failed products, or to refund the purchase price of the failed product as explained above in paragraph 2. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as TDW agrees to repair or replace the failed product or to refund the purchase price as explained above.
6. All rights, duties, and obligations arising under this limited Warranty shall be governed by the laws of the State of Oklahoma, U.S.A., regardless of conflict of laws provisions. In the event Buyer initiates litigation under this Warranty, Buyer hereby agrees that jurisdiction for such litigation shall be brought only in the District Court for the County of Tulsa, Oklahoma.
7. TDW reserves the right to make any changes in or improvements on its products without incurring any liability or obligation to update or change previously sold product and/or the accessories thereto.
8. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. TDW NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO MODIFY THESE TERMS AND CONDITIONS, WARRANT SPECIFIC APPLICATIONS, OR ASSUME FOR TDW ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY TDW PRODUCT OTHER THAN AS PROVIDED IN THIS WARRANTY.**