

Cautionary Statement

All Products are in the nature of commodities and they are sold by published specifications and not for particular purposes, uses or applications. Purchaser shall first determine their suitability for the intended purposes, uses or applications and shall either conduct its own engineering studies or tests, or retain qualified engineers, consultants or testing laboratories and consult with them before determining the proper use, suitability or propriety of the merchandise or Products for the intended purposes, uses or applications.

Seller does not recommend the merchandise or Products for any particular purpose, use or application, and the Purchaser or user thereof shall assume full responsibility for the suitability, propriety, use and application of the merchandise or Products. Purchaser shall follow all instructions contained in Seller's catalogs, brochures, technical bulletins and other documents regarding the product. The merchandise or Products, including but not limited to, hose, tubing or couplings, may fail due to the use or conveyance of substances at elevated or lowered temperatures or at excessive pressure, the conveyance of abrasive, injurious, flammable, explosive or damaging substances.

Hose or tubing used in bent configurations will be subjected to increased abrasion. Hose clamps or couplings may loosen after initial installation and all sections of hose and tubing including connections, couplings, clamps, conductivity and bonding should be inspected frequently, regularly and consistently, and should be replaced, adjusted or re-tightened for the avoidance of leakage, for the prevention of injuries or damages, and for general safety purposes. Except as indicated in its Limited Warranty, Seller shall not be liable or responsible for direct or indirect injuries or damages caused by or attributed to the failure or malfunction of any merchandise or Products sold or distributed by it.

Purchasers or users of the Products should frequently and consistently undertake inspections and protective measures with respect to the use and application of Products, which should include the examination of tube and cover, conditions of the hose or tubing, and the identification, repair or replacement of sections showing cracking, blistering, separations, internal and external abrasions, leaking or slipped couplings or connections and make proper proof tests.

Limited Warranty

The merchandise or Products sold or distributed by Seller are warranted to its customers to be free from defects in material and workmanship at the time of shipment by us, subject to the following provisions. ALL WARRANTY CLAIMS SHALL BE MADE WITHIN SIX (6) MONTHS AFTER SELLER SHIPPED THE PRODUCTS. SELLER'S LIABILITY HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF ANY PRODUCTS PROVING DEFECTIVE, OR, AT SELLER'S OPTION, TO THE REPLACEMENT OF SUCH PRODUCTS UPON ITS AUTHORIZED RETURN TO SELLER.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL

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Kuriyama of America, Inc.



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