



K-TORK GUARANTEE

1/4-TURN PNEUMATIC ACTUATORS

- Limited Warranty.** K-TORK International, Inc. ("Seller") will repair or replace without charge, any K-TORK actuator it finds to be defective within three (3) years or two (2) million strokes, whichever occurs first, after the date of shipment from Seller. Seller warrants that all products will be free from defects in material and workmanship, and perform as intended, under proper and normal use and service for which K-TORK actuators are recommended for a period, as specified above, from the date of shipment from Seller. Seller, at its option, will repair, replace or adjust, free of any charge, any actuator returned intact, with Seller's consent, to the factory, transportation charges prepaid, within the time frame specified above, and upon which examination proves not to be free from defects in material and workmanship. Seller shall not be liable for any breach by Seller of its warranty except as specifically provided. K-TORK actuators are engineered, sold and shipped as a complete unit, in every respect for its intended application, from K-TORK, Dallas, Texas. Any tampering, altering, modification or attempted repair of K-TORK actuators, or addition or removal of control accessories, by anyone other than K-TORK technicians will immediately void the K-TORK product warranty. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.** Seller shall have no other obligation or liability of any kind and it is further agreed and understood that the actual selling price for the goods herein described is consideration for the limitation of Seller's liability hereunder.
- Limitations of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO ANY QUOTATION OR CONTRACT FOR THE SALE OF ANY PRODUCTS, OR FURNISHINGS, PERFORMANCE OR USE OF ANY PRODUCT SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OF SELLER, STRICT LIABILITY OR OTHERWISE. THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DIRECT DAMAGES TO ANYONE, IN CONTRACT OR IN TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE FOR THE PARTICULAR PRODUCT GIVING RISE TO THE LIABILITY. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS BUYER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT SET FORTH IN #1 ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- Exclusions.** Faults due to misuse, such as ingress of dirt or dirty air, distortion of case half due to physical abuse, overheating or faulty mounting causing misalignment or shaft end load; also excluding fair wear and tear. Products not of K-TORK manufacture will carry the original manufacturer's standard warranty.