Nye Manufacturing Ltd.

3585 Mavis Road, Mississauga, ON Canada L5C 1T7
Call: 905 897 2311 Web: nye.ca e-mail: sales@nye.ca

Custom Attachments for Heavy Equipment, Welding Repairs and Alterations

Nye Manufacturing Ltd.
Limited Warranty

Nye Manufacturing Ltd. (Nye) warrants its new products to be free from defects in material and workmanship under normal use and service to the original purchaser for a maximum of two (2) years from date of delivery or 2,000 hours of service. Nye's obligation and liability under this warranty is expressly limited to the repair or replacement of (with costs limited to the original purchase price) any product which in Nye's sole judgement, is defective in material or workmanship. The foregoing is the sole and exclusive remedy for breach of any warranty by Nye with respect to Nye goods. Defective goods must be returned to Nye's Mississauga plant within 60 days of discovery of the defect with transportation charges prepaid.

This warranty does not apply to products that Nye deems to have been subjected to misuse, abuse, neglect, accident, improper installation or items exhibiting normal wear and tear. Products manufactured by a third party are covered only by such warranties as extended to Nye by the original supplier.

This warranty is in lieu of all other warranties expressed or implied including, any implied warranties of merchantability or fitness for any particular purpose. Any implied warranties including warranty of merchantability and/or fitness for a particular purpose are hereby disclaimed. Nye also expressly disclaims any warranties pursuant to Article 35(2) of the United Nations Convention on Contracts for the International Sale of Goods.

Nye shall in no event be liable beyond the furnishing of replacement parts or repairs, whether due to breach of warranty, negligence, strict liability or otherwise. Nye shall not be liable for any; injury, loss, damage, delay or expense, direct or consequential, including loss of; use, income, profit, production or increased cost of operation or spoilage or damage to material arising in connection with the sale, installation, test, use, inability to use or the repair or replacement of any Nye product.

As a condition of sale and prior to any use, the purchaser / owner shall unreservedly accept and agree with the **Nye Manufacturing Ltd. Liability Terms and Conditions of Sale.** The owner shall assume all risk and liability in the testing and use of Nye products and shall determine the suitability and fitness of each Nye product for their intended application. Improper use or application of the product or the substitution of parts or alteration or repair by a third party not pre-approved by Nye shall, at Nye's sole discretion, void this warranty.

Nye does not guarantee that our products will not infringe on the claims of any patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

No agent, sales representative, dealer, or other party is authorized to modify or add to the terms of this warranty either orally or in writing. No attempt, effort or promise to repair our product whether by Nye or any representative at any time shall change or extend this warranty in any way.

Rev. October 27, 2021