

WARRANTY FOR WHEELS AND CUSTOM CASTINGS

The Warranty for Wheels and Custom Castings applies to Reliance Foundry Co. Ltd. (herein “the Company”) wheels and custom casting products. It does not apply to any of the Company’s bollards and bike parking products. For warranty details on bollards and bike parking products see the Warranty for Bollards and Bike Parking Products.

Warranties are subject to change without notice. Actual product warranties are provided at time of purchase.

1. The Company is not aware of the intended purpose, engineering, design specifications, service requirements and/or the mechanical function of the wheels and/or castings quoted, beyond the details specifically outlined as part of the Customer’s bid request documents and beyond the details expressly stated in its price quote.
2. The Company warrants that its products will meet the material specification requirements and material qualification requirements expressly stated in its price quote and/or expressly agreed upon in writing by both parties at the time of order.
3. The Company warrants that its products will meet the Destructive or Non Destructive Testing process requirements (acceptance or rejection criteria) expressly stated in its price quote and/or expressly agreed upon in writing by both parties at the time of order. Wheels and/or castings will NOT be subjected to rejection on the basis of any further, additional or unmentioned Destructive or Non-Destructive Testing process requirements.
4. The Company will not be bound by any additional verbal, implied or inferred warranty unless expressly agreed to in writing by both parties at the time of order.
5. The Company does NOT warrant that the products offered for purchase in its price quote are fit for the purpose intended by the Customer, or are fit for any other purpose.
6. All wheels and/or castings contain some level of defects or discontinuities. It is the Customer’s responsibility to determine (through engineering, design, sampling, production inspection, material specification determination and/or material qualification determination) that the wheels and/or castings offered for purchase in the Company’s price quote will be acceptable, functional and/or suitable for the Customer’s purposes.
7. Responsibility for wheels and/or castings rejected due to concrete evidence and verification of non-conformance to the material specifications and/or materials qualifications as ordered is limited to the repair, replacement or credit of said wheels or castings.
8. Requests for repair, replacement or credit of defective wheels and/or castings must be made in writing to the Company within ninety (90) days of receipt of said wheels and/or castings by the Customer. The Company will investigate all such requests and MAY make arrangements for the return of said wheels and/or castings to its plant in Surrey, B.C., Canada at the Company’s expense.

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9. Wheels and/or castings deemed defective by the Customer may NOT be returned without approval as they MAY be subject to inspections and investigations by the Company on the Customer's site (to determine actual non-compliance to the Customer's material specifications and/or qualifications); or, they MAY be designated for repair at another facility; or, they MAY be designated for destruction at the Customer's site in advance of replacement or credit.
 10. The Company is not responsible for indirect, special or consequential damages, losses and costs or inconvenience to the Customer caused by a delay in delivery of wheels and/or castings when such are due to acts of God, labor disputes, unpredicted production delays, manufacturing equipment failures or any other cause beyond the Company's control.
 11. The Company is not responsible for indirect, special or consequential damages and costs for any cause arising from the sale of wheels and/or castings to the Customer. Costs include, without limitation, all claims, losses and/or expenses based on machinery or manpower downtime, labor, damage to machinery, spoilage, loss of production, loss of production time, loss of sales, loss of revenue, loss of profits, acts of God or any other similar or dissimilar causes as a result of non-performance, defect or rejection of wheels and/or castings or expenses incurred on wheels and/or castings that are later found to be defective or are later rejected as defective.
 12. The Customer will protect and indemnify the Company against all claims of infringement of patents, designs, copyrights, trademarks or trade names with respect to any products manufactured wholly or in part to the Customer's designs or specifications.