



U.S. RUBBER CORPORATION

Product Limited Warranty

U.S. Rubber Corporation warrants all new conveyor belting products ("product") to be free from defects in materials and workmanship under normal use, service and maintenance up to one (1) year from the date of purchase. This warranty applies to the original purchaser only and is subject to the following terms and conditions:

What Is Covered: The product's components as originally delivered by U.S. Rubber Corporation that are defective in materials or workmanship under normal use, service and maintenance.

What Is Not Covered By This Warranty – This warranty does not extend to or cover:

1. Any defect due to the negligence of others; failure to install, operate or maintain the product properly; unreasonable use; accidents; alternation; use of unauthorized or not-standardized parts; acts of God; theft; vandalism; repair by anyone other than an authorized U.S. Rubber Corporation representative; or damage resulting from improper packing or mishandling by a shipper and/or user.
2. Normal wear and tear.
3. Shipping, handling, packaging and delivery costs of the product.

Who Is Covered: The original purchaser only.

Timing of any claim: All warranty claims shall be made in writing to U.S. Rubber Corporation within 365 days of the shipment of the product to the original purchaser.

Extent of the Limited Warranty: If a product does not comply with such limited warranty, U.S. Rubber Corporation may, at its option and expense, correct, repair, or replace any defective product provided, that, in all such cases that sufficient evidence is produced by the initial purchaser to establish that the product is defective. If, after written notification to U.S. Rubber Corporation of the defect, U.S. Rubber Corporation determines that the defect is repairable, then all repairs methods, procedures, personnel, and equipment must be approved in advance by U.S. Rubber Corporation, and an estimate of any and all charges will be delivered to U.S. Rubber Corporation by purchaser prior to any repairs being implemented. Provided further that U.S. Rubber Corporation may, at its sole discretion, prorate out for any usage of the product by the initial purchaser. This limited warranty may not be modified in any way except by a written agreement signed by U.S. Rubber Corporation and the initial purchaser.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE TEXAS LAW INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF U.S. RUBBER CORPORATION, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL U.S. RUBBER CORPORATION BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

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