

Professional Hand Tools

LIMITED LIFETIME WARRANTY

- 1. WARRANTY:** Subject to the limitations expressed herein, Seller warrants to the original Buyer that hand tools manufactured and sold by Seller (“Tool”) shall be free from defects in design, material and workmanship under Normal Use for the life of tool. This warranty is void for any damage caused by misuse, abuse, neglect, or acts of God. For the purpose of this section, “Normal Use” means in strict accordance with any documentation describing safe practices used by a professional tradesman in the industry.
- 2. REMEDIES:** Seller shall replace at no additional charge any Tool that it receives from the original Buyer not conforming to the warranty set forth herein. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.
- 3. LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER’S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE TOOL.
- 4. LABOR ALLOWANCE:** SELLER MAKES NO ADDITIONAL ALLOWANCE FOR THE LABOR, SHIPPING OR OTHER EXPENSE INCURRED BY BUYER TO RETURN, REPAIR OR REPLACE THE TOOL OR DAMAGE RESULTING FROM THE SAME.