

Warranty. ITW warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under ITW. ITW further warrants that for the applicable period (the "Warranty Period"), as set forth in the applicable warranty statement for particular Products (the "Warranty Statement"), under normal use and given proper installation and maintenance as determined by ITW, such Products will be free from substantial defects in material and workmanship, as further described in the applicable Warranty Statement and subject to all exclusions and conditions stated therein and below. Warranty Statements may be found in the operator's manual or similar documentation for the applicable Product or via the ITW Commercial Construction North America web site at <http://itwccna.com>, and upon request.

1. In the event of a breach of the warranties described above (the "Warranties"), ITW will, at ITW's option and as ITW's sole liability and Purchaser's sole remedy, repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranties, provided that (a) during the Warranty Period ITW is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (b) ITW is given a reasonable opportunity to investigate all claims; and (c) ITW's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installment, unauthorized alteration or repair or improper testing, as evidenced by an ITW Return Goods Authorization Form. No Products may be returned to ITW until inspection and approval by ITW. The Warranty Period for any replacement part or accessory provided in accordance with this Warranty will equal the remainder of the Warranty Period for the original part or accessory.

2. The Warranty against defects does not apply to: (a) parts which are specifically covered by a written extended warranty, (b) excluded items set forth in the applicable Warranty Statement, (c) consumable components or ordinary wear items, including pistons, piston assemblies and rings, buffers, bumpers, spring clips, piston return springs, pawls, and o-rings; (d) items furnished by ITW but manufactured by others; or (e) use of the Products with equipment, components or parts not contemplated under the Product documentation, including fasteners, fuel, powder loads, batteries or battery chargers

3. An additional warranty may apply to Dektite Pip Flashing products. Dektite Pip Flashing products are warranted by Dek's Industries Pty Ltd. for a period of twenty (20) years, subject to certain exceptions and exclusions. A copy of the Dektite Pipe Flashing Warranty is available upon request.

4. EXCEPT AS SET FORTH ABOVE AND AS EXPLICITLY SET FORTH IN THE APPLICABLE WARRANTY STATEMENT FOR PARTICULAR PRODUCTS, ITW MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), WITH RESPECT TO ITS PRODUCTS OR SERVICES. FOR AVOIDANCE OF DOUBT, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND