



WARRANTY CERTIFICATE

Warranty Code: 795

1 Year

Warranty Codes: All ESCO items have a specific warranty code assigned to each model number. Please refer to the following codes for specific warranty guidelines:

795. 1 Year - Does not apply to products which show signs of misuse, abuse, alteration or of having been improperly maintained. Replacement of defective part only, not complete tool or kit.

Subject to the exclusions described below, all ESCO Professional Hydraulic Tools are warranted to be free from defects in materials and workmanship under normal use and service. Unless otherwise set forth in a quotation or agreed to by ESCO in writing, ESCO Professional Hydraulic Tools are warranted for so long as they are owned by the first using purchaser, and are warranted for three years from the date ESCO receives the warranty card. This warranty is not transferable beyond the first using purchaser and is limited to new Products sold through ESCO authorized representatives and channels. Provided ESCO warranty card must be on file to be valid.

EXCLUSIONS:

This warranty does not cover (a) any failures which are not attributable to defects in materials or workmanship, including without limitation, failures caused by accidents, inadequate maintenance, misuse, unauthorized modifications or repairs, improper storage, and normal wear and tear.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL ESCO BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ESCO'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO ANY ORDER IS LIMITED TO THE ORDER PRICE FOR THE SPECIFIC PRODUCT THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OR LAW, OR OTHERWISE.

HOW TO OBTAIN SERVICE UNDER THIS WARRANTY:

No Products shall be returned without prior authorization from ESCO or an ESCO Authorized Service Center. Buyer shall prepay all shipping charges for the return of Products to ESCO's designated service location.

REQUIREMENTS:

In the event that ESCO determines that a Product contains a defect in materials or workmanship, then ESCO, in its sole discretion, will (a) repair the Product, (b) replace the Product, or (c) refund the purchase price of the Product. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND IS THE SELLER/ESCO SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL ESCO'S LIABILITY UNDER THIS WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE WARRANTY CLAIM. All Products which are repaired or replaced shall be warranted only for the undepreciated portion of the original warranty period.

