

Warranty and Disclaimer

LIFETIME WARRANTY

Except as specified below, Proto Industrial Tools, a business unit of Stanley Black & Decker, Inc. ("Proto") warrants any of its Proto® branded products, including products sold by the Proto Industrial Tools that are marketed as products "by Proto," for the useful life of the product against defects in material or workmanship.

Die Grinders, Torque Wrenches, Torque Multipliers and Torque Testers are warranted for one year, except for calibration which is warranted for ninety (90) days from date of purchase. Torque products can be repaired and recalibrated for a nominal charge at any Proto Authorized repair center or any other such location as may be designated by Proto. Defects in material or workmanship will be repaired or replaced at no cost: all other repairs will be at a nominal charge. Torque products are precise measuring devices that require care in handling. Proto recommends that all torque wrenches be recalibrated once a year or more, depending on usage.

Air Impact tools are warranted for a period of TWO YEARS from the original purchase date. Our obligation to the original purchaser shall be to repairing or replacing, at our expense (not including shipping charges) a defective tool if returned by the original purchaser within two years from the date of purchase, all incoming shipping charges prepaid. THIS WARRANTY DOES NOT COVER DEFECTS OR DAMAGES TO THE TOOL (i) after the warranty period expires; (ii) resulting from misuse or abnormal operation; (iii) resulting from a failure to properly lubricate, maintain or operate the tool; or (iv) resulting from any repair or maintenance services performed by any party other than PROTO at all DeWALT Service Centers or a person authorized by PROTO to provide repair and maintenance services for this tool.

DISCLAIMERS AND LIMITATION

This lifetime warranty:

Is subject to the disclaimers and limitations described below and is in lieu of all other warranties, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.

- Gives you specific legal rights. You may also have other rights that vary by state.
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- Does not extend to products that have been improperly used, altered, or repaired by any entity other than Proto.
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- Does not cover the following categories of products: universal sockets, universal joints, thin-wall impact sockets, adapters, and retaining rings.
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- Does not cover damage due to ordinary wear and tear.
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- Does not extend to any claim for incidental, consequential, or special damages. Some states do not allow the exclusion of limitation of incidental or consequential damages, so this exclusion may not apply to you.
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- Proto makes no representations beyond those contained in this Lifetime Warranty.
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- Employees and agents of Proto have no authority to make representations of any sort beyond those contained in this Lifetime Warranty.

EXCLUSIVE REMEDY AND CLAIM PROCEDURE

Distributors of record must act as a return agent.

The exclusive remedy under this Lifetime Warranty for products determined to be deficient in materials or workmanship by Proto is repair or replacement with a reconditioned tool of equal value by Proto.

The selected remedy is at the sale discretion of Proto. In no event shall Proto be responsible for more than the original purchase price of the product.