



# AIMCO Limited Warranty

March 2011

## NEW TOOL AND ACCESSORY WARRANTY

Any new tool or accessory branded with the AIMCO, Uryu, AcraDyne or Eagle Industries name, and purchased from AIMCO, or through one of its authorized distributors or agents, is warranted to the original buyer against defects in materials and workmanship for a period of one (1) year\* from date of delivery. Under the terms of this warranty, AIMCO will repair or replace any product or accessory warranted hereunder and returned freight prepaid proving to AIMCO's satisfaction to be defective as a result of workmanship or materials. In order to qualify for this warranty, written notice to AIMCO must be given immediately upon discovery of such defect, at which time AIMCO will issue an authorization to return the tool. The defective item must be promptly returned to an authorized AIMCO service center with all freight charges prepaid.

## REPAIRED TOOL WARRANTY

Once a tool is beyond the new product warranty period as detailed above, AIMCO repairs are subject to the following warranty periods: pneumatic tools: 90 days\*; electric tools and Acra-Feed: 90 days; battery tools: 30 days\*; DC Electric tools: 90 days\*

## EXCLUSION FROM WARRANTY

This warranty is valid only on products purchased from AIMCO, or thru its authorized distributors or agents. AIMCO shall have no obligation pursuant to the AIMCO Warranty with respect to any tools or accessories which in AIMCO's sole judgment have been altered, damaged, misused, abused, badly worn, lost or improperly maintained. This Warranty is null and void if the customer, or any other person other than an authorized representative of AIMCO, has made any attempt to service or modify the tool or accessory prior to its return to AIMCO under this Warranty.

The warranty provision with respect to each such product may be amended by AIMCO from time to time in its sole discretion. The liability of AIMCO hereunder shall be limited to replacing or repairing, at its option, any products which are returned freight prepaid to AIMCO and which AIMCO determines to be defective as described above or, at AIMCO's option, refunding the purchase price of such products.

AIMCO reserves the right to make periodic changes in construction or tool design at any time. AIMCO specifically reserves the right to make these changes without incurring any obligation or incorporating such changes or updates in tools or parts previously distributed.

THE AIMCO WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND AIMCO EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY AIMCO WITH RESPECT TO THE GOODS DELIVERED HEREUNDER, AND MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED OFFICER OF AIMCO.

## LIMITATION OF LIABILITY

AIMCO'S LIABILITY PURSUANT TO WARRANTY OF THE PRODUCTS COVERED HEREUNDER IS LIMITED TO REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL AIMCO BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE BUYER. IN NO EVENT SHALL AIMCO BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT) WHETHER OR NOT AIMCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF AIMCO ARISING OUT OF THIS AGREEMENT AND/OR SALE.

Note: The AIMCO Warranty confers specific legal rights, however some states or jurisdictions may not allow certain exclusions or limitations within this warranty.

\* All warranty periods addressed herein are determined using a standard shift, eight-hour work day.

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