

# Apex Tool Group, LLC

## WARRANTY TERMS AND CONDITIONS FOR

Allen, Armstrong, Campbell, Crescent, Diamond, Erem, GearWrench, Jacobs, HK Porter, Nicholson, Lufkin, Plumb, Weller, Wiss, and Xcelite

**EFFECTIVE: June 1, 2013**

### **Warranty – Standard Limited Lifetime**

Apex warrants to each original Customer of Products sold by Apex that such Products (excluding carrying cases and storage accessories and the product categories set forth below) are, at the time of delivery to the Customer, free of material and workmanship defects, provided that no warranty is made with respect to: (a) any Product which has been modified, disassembled and/or reassembled or altered in any way or improperly installed; (b) any Product which has, in Apex's judgment, been subject to negligence, misuse, abuse, accident, improper storage or damage during shipment; (c) any Product which has not been operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Apex; and (d) any Products which have been serviced or repaired by anyone other than an Authorized Repair Center of Apex or modified by anyone other than Apex. Normal wear and tear is also excluded.

### **Product Exceptions to the Standard Limited Lifetime Warranty:**

- Tool Boxes, Standard Chucks and Accessories, Bits, Bit Sockets Torque Products. Soldering and De-Soldering Products are warranted only for one (1) year from date of Buyer acceptance.
- Accuracy standards for calibration on Torque Products are warranted for 90 days from date of buyer acceptance. Torque Products in North America must be sent to Angle Repair & Calibration Service, Inc., 175 Angle Drive, Beckley, West Virginia 25801 (304) 253-5729 at Customer's cost for evaluation. Product meeting warranty criteria will be repaired or replaced subject to Apex's sole discretion. Torque Product components are subject to normal wear through use and replacement thereof is the responsibility of the Customer.

These warranties set forth herein are the sole warranties applicable to Products and is in lieu of all other warranties, whether express, implied or statutory. The implied warranties of merchantability and fitness for a particular purpose are specifically excluded.

Remedies: Customer's sole and exclusive remedy for breach of this Warranty is, at the option of Apex, repair or replacement of the defective product or component of a multi piece set.