

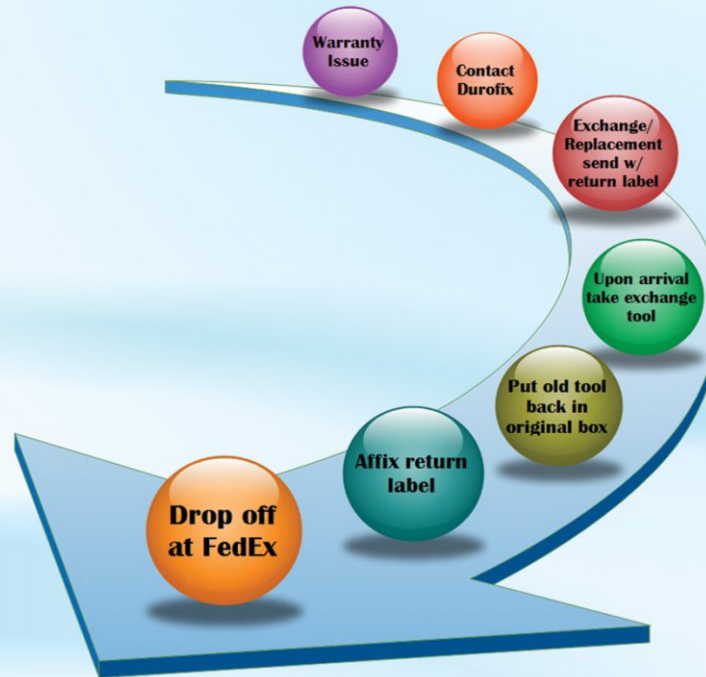
# Hassle Free Warranty Exchange Program

## >> Exchange Done Within 5 Business Days

*Within continental USA . Within one year.*

## >> Shipping Cost Paid Both Ways

*Toll-Free Customer Service Line. FedEx Ground Shipping & Returning Service.*



## 1 YEAR LIMITED WARRANTY

### Express and Exclusive Limited Warranty to Original Purchaser

Durofix Co. Ltd. (hereinafter "Durofix") expressly warrants to the original purchaser of the accompanying ACDelco™ portable power tool and all parts of the product (except those parts referred to below which are specifically excluded from such warranty (see Exclusions) to be free from defects in materials and workmanship for a period of one year from original date of purchase.

The date of purchase shall be the date of shipment to the original purchaser, or the date the original purchaser tool possession, custody or control of the product, whichever occurred first. This warranty shall be null and void if the product or any component thereof is modified or altered. This warranty does not apply to any other product and/or component thereof manufactured or distributed by Durofix, and does not apply to products and/or components thereof designed, manufactured and/or assembled by others, for which Durofix makes no warranties whatsoever. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

## Warranty Performance

By purchasing the product, purchaser expressly acknowledges and agrees that their sole and exclusive remedy under this warranty shall be strictly limited to the repair or replacement of any covered nonconforming items or parts thereof provides that any such nonconforming item and/or part is promptly returned to Durofix' facility postage prepaid and insured (address: DUROFIX INC., 9168 PITTSBURGH AVENUE, RANCHO CUCAMONGA, CA 91730, USA, Attn: Customer Service 1-877-MY-D-TOOL (1-877-693-8665) within the applicable warranty period, with a written request by purchaser that Durofix repair and/or replace the nonconforming item and/or part. We recommend that you keep the original product packaging in the event you need to ship the unit. We suggest the package be insured against loss or in transit damage. When sending your product includes your name, address, phone number, dated proof of purchase (or copy), and a statement about the nature of problem. Warranty coverage is conditioned upon purchaser furnishing Durofix with adequate written proof that they are the original purchaser and of the original purchase date. Parts returned, freight prepaid and insured, to Durofix' facility (see above address) will be inspected and, at Durofix' option, repaired and/or replaced free of charge if found to be defective and subject to warranty. Durofix retains the sole discretion to determine whether any or part is nonconforming and, if so, whether the item and/or part will be repaired. If the unit is repaired, new or reconditioned replacement parts may be used. If Durofix choose to replace the product, it may replace it with a new or reconditioned one of the same or comparable design. The repaired or replaced unit will be warranted under the terms of the remainder of the warranty period. Typically, a defective product that is returned within the first 30 days and within the warranty period, covered defective parts not subject to normal wear and tear or other exclusions will be repaired or replaced, at Durofix' option. During the warranty period, Durofix will be responsible for the return shipping charges. Durofix' repair and/or replacement of any nonconforming item and/or part thereof shall constitute fulfillment of all obligations to the purchaser. Durofix shall not be responsible or liable for any expense, including freight charges, or repairs made outside of Durofix' facility, unless expressly agreed to by Durofix in writing. Under no circumstances shall Durofix bear any responsibility for loss of the unit, loss of time or rental, inconvenience, commercial loss or consequential damages.

## Exclusions

This warranty does not cover parts damaged due to normal wear, abnormal conditions, misapplication, misuse, abuse, accidents, operation at other than recommended pressures or temperatures, improper storage or freight damage. Parts damaged or worn by operation in dusty environment are not warranted. Failure to follow recommended operating and maintenance procedures also voids warranty. This limited warranty does not apply to accessory items such as circular saw blades, jigsaw blades, drill bits, screw driving bits, cutting wheels, cutting blades, grinding wheels, sanding sheets and other related items. DAMAGE TO THE PRODUCT RESULTING FROM TAMPERING, ACCIDENT, ABUSE, NEGLIGENCE, FAILURE TO FOLLOW INSTRUCTIONS, UNAUTHORIZED REPAIRS OR ALTERATIONS, DAMAGE WHILE IN TRANSIT TO OUR SERVICE FACILITY, USE OF UNAPPROVED OR IMPROPER ATTACHMENTS OR ACCESSORIES, COMMERCIAL AND RENTAL APPLICATIONS OR OTHER CAUSES UNRELATED TO PROBLEMS WITH MATERIAL OR WORKMANSHIP ARE NOT COVERED BY WARRANTY. Durofix will not be liable for the followings: labor charges, loss or damage resulting from improper operation, maintenance or repairs made by other persons; pre-delivery services such as assembly, oil or lubricants, and adjustment; maintenance services that are normally required maintain the product. The use of other than genuine Durofix Repair Parts will void warranty.

## Warranty Disclaimers

EXCLUSION AND DISCLAIMER OF ALL OTHER EXPRESS WARRANTIES, GUARANTIES AND/OR REPRESENTATIONS. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, ALL OTHER EXPRESS WARRANTIES, GUARANTIES AND/OR REPRESENTATIONS BY DUROFIX AND/OR ITS REPRESENTATIVE(S) REGARDING THE DESIGN, MANUFACTURE, PURCHASE, USE AND/OR OPERATION OF THE PRODUCT OR ANY COMPONENT THEREOF SOLD HEREUNDER, REGARDLESS OF WHETHER ANY SUCH WARRANTY, GUARANTY AND/OR REPRESENTATION, WRITTEN OR ORAL, ARISES BY OPERATION OF LAW AND/OR EQUITY AND/OR BY ANY ACT OR OMISSION OF DUROFIX AND/OR ITS REPRESENTATIVE(S), OR THE BUYER, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY DUROFIX AND/OR ITS REPRESENTATIVES. PURCHASER KNOWINGLY AND WILLINGLY WAIVES ANY AND ALL SUCH WARRANTIES AND RIGHTS, CLAIMS AND/OR CAUSES OF ACTION ARISING THEREFROM OR BASED THEREON. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS AS STATED ABOVE. EXCLUSION AND DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY, ORAL OR WRITTEN, OTHER THAN THE ABOVE WARRANTY IS MADE WITH REGARD TO THIS PRODUCT. ALL EXPRESS AND/OR IMPLIED WARRANTIES, GUARANTIES AND/OR REPRESENTATIONS BY DUROFIX AND/OR ITS REPRESENTATIVE(S) REGARDING THE DESIGN, MANUFACTURE, PURCHASE, USE AND/OR OPERATION OF THE PRODUCT OR ANY COMPONENT THEREOF SOLD HEREUNDER, REGARDLESS OF WHETHER ANY SUCH WARRANTY, GUARANTY AND/OR REPRESENTATION, WRITTEN OR ORAL, ARISES BY OPERATION OF LAW AND/OR EQUITY AND/OR BY ANY ACT OR OMISSION OF DUROFIX AND/OR ITS REPRESENTATIVE(S), OR THE PURCHASER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY DUROFIX AND/OR ITS REPRESENTATIVES. PURCHASER KNOWINGLY AND WILLINGLY WAIVES ANY AND ALL SUCH WARRANTIES AND RIGHTS, CLAIMS AND/OR CAUSES OF ACTION ARISING THEREFROM OR BASED THEREON. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS AS STATED ABOVE.

## Limitation of Liability

IN NO EVENT SHALL DUROFIX AND/OR ITS REPRESENTATIVE(S) BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, ANY BREACH OF ANY PROVISION OF ANY AGREEMENT BETWEEN DUROFIX AND/OR ITS REPRESENTATIVE(S) AND PURCHASER, ANY WARRANTY HEREUNDER, AND/OR THE EXISTENCE, DESIGN MANUFACTURE, PURCHASE, USE AND/OR OPERATION OF ANY ITEM(S) SOLD HEREUNDER EVEN IF DUROFIX AND/OR ITS REPRESENTATIVE(S) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL DUROFIX' AND/OR ITS REPRESENTATIVE(S)' LIABILITY EXCEED THE PRICE OF THE PRODUCT. ANY AND ALL LIABILITY CONNECTED WITH THE USE OF THIS PRODUCT SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIODS SPECIFIED ABOVE.

## Limitation on Warranty Disclaimers

If your product is not covered by this warranty, please call our Customer Service Department toll free at 1-877-MYD-TOOL (1-877-693-8665) for general repair information and charges.