

LIMITED WARRANTY

This information applies to Smarter Tools products purchased in the USA and Canada.

May 2011

LIMITED WARRANTY: Smarter Tools™, Inc. warrants to customers of authorized distributors ("Purchaser") that its products will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within the warranty period stated below, Smarter Tools shall, upon notification thereof and substantiation that the product has been stored, installed, operated, and maintained in accordance with Smarter Tools' specifications, instructions, recommendations and recognized standard industry practice, and not subject to misuse, repair, neglect, alteration, or damage, correct such defects by suitable repair or replacement, at Smarter Tools' sole option, of any components or parts of the product determined by Smarter Tools to be defective.

This warranty is exclusive and in lieu of any warranty of merchantability, fitness for any particular purpose, or other warranty of quality, whether express, implied, or statutory. Limitation of liability: Smarter Tools shall not under any circumstances be liable for special, indirect, incidental, or consequential damages, including but not limited to lost profits and business interruption. The remedies of the purchaser set forth herein are exclusive, and the liability of Smarter Tools with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any goods covered by or furnished by Smarter Tools, whether arising out of contract, tort, including negligence or strict liability, or under any warranty, or otherwise, shall not exceed the price of the goods upon which such liability is based.

No employee, agent, or representative of Smarter Tools is authorized to change this warranty in any way or grant any other warranty, and Smarter Tools shall not be bound by any such attempt. Correction of non-conformities, in the manner and time provided herein, constitutes fulfillment of Smart Tools' obligations to purchaser with respect to the product.

This warranty is void, and seller bears no liability hereunder, if purchaser used replacement parts or accessories which, in Smarter Tools' sole judgment, impaired the safety or performance of any Smarter Tools product. Purchaser's rights under this warranty are void if the product is sold to purchaser by unauthorized persons.

The warranty is effective for the period of 3-years beginning on the date that the authorized distributor delivers the products to the Purchaser. Notwithstanding the foregoing, in no event shall the warranty period extend more than the time stated plus one year from the date Smarter Tools delivered the product to the authorized distributor. Warranty repairs or replacement claims under this limited warranty must be submitted to Smarter Tools Customer Service (888-241-8498 or <http://www.usesmartertools.com/customerservice>) or an authorized Smarter Tools repair facility within thirty (30) days of purchaser's discovery of any defect. Smarter Tools shall pay no transportation costs of any kind under this warranty. Transportation charges to send products to an authorized warranty repair facility shall be the responsibility of the Purchaser. All returned goods shall be at the Purchaser's risk and expense.

Smarter Tools™ is a Trademark of Smarter Tools, Inc.