

American Pneumatic Tools Power Technique

(a business unit within Power Technique North America LLC)

Warranty Statement

(revised April 1, 2019)

Power Technique North America LLC (hereinafter referred to as "Seller") warrants that SELLER-manufactured (or affiliate manufactured) equipment/ machinery/ components/ Accessories/ parts/ items ("Products") delivered by SELLER are delivered free of defects in material and workmanship, except as otherwise set forth herein. This warranty shall expire at the happening of the applicable below-stated number of months or hours of operation (whichever comes first) as indicated in more detail in the chart below. Should any failure to conform to this warranty be discovered during the below-specified warranty period, SELLER will (subject to the rest of this Warranty Statement) provide a new part or (at SELLER's option) a repaired part, in place of any part which is found upon inspection by SELLER during the applicable warranty period to be in breach of this warranty. A Product will not be considered defective as a whole machine, and the warranty repair/replacement will be limited to the "individual part" proven defective. The defective part will be repaired or replaced during normal working hours at SELLER's place of business or a SELLER distributor authorized by SELLER to sell the type of equipment involved or other establishments authorized by SELLER. At its sole discretion SELLER may elect (as determined by an executive officer of SELLER at its headquarters in Rock Hill, South Carolina) to take back any defective Product and refund or credit monies paid to SELLER for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. SELLER will determine at its sole discretion which of the abovementioned options (repair, replace, refund, or credit) SELLER will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. In addition, it is expressly understood that maintenance (for example preventative maintenance) is not included in the warranty.

The warranty and remedies are conditioned upon (a) the purchaser registering the Product within 30 days after purchase of the Product, (b) proper storage/installation/use/maintenance of the Product in accordance with the Product's instruction manuals, (c) the purchaser keeping complete and accurate records of maintenance throughout the warranty period and giving SELLER access to the records at SELLER's request in connection with warranty claim processing, and (d) modification of the Product only if and as authorized in writing by SELLER to the purchaser. Failure to meet any such conditions will render the warranty null and void.

In connection with making a warranty claim, the purchaser must in writing promptly contact SELLER or an authorized distributor of such Product; SELLER and/or the authorized distributor will then determine whether the purchaser should either (a) send the Product to a service location or (b) make the Product available at the purchaser's location (or another location) for examination by SELLER or its authorized distributor. In connection with making the warranty claim, proof of purchase and date of purchase must be presented, in addition to serial and model numbers. Unless agreed otherwise in writing with respect to the particular warranty claim, the cost of de-installation, reinstallation, and transportation of the Product to and from SELLER or its authorized distributor, and (if applicable) the cost of travel, meals and lodging for SELLER's personnel and/or for the authorized distributor's personnel, will be borne by the Product purchaser.

Some examples of conditions NOT covered by the warranty are failures or defects in the Product caused by: accident, abuse, neglect, Acts of God, corrosion, normal wear and tear, improper installation, improper storage, failure to perform proper maintenance at the proper frequency in accordance with the Product's instruction manual, improper use, the use of unsuitable parts or attachments, the use of contaminated fuel, the use of fuels, lubricants, oils, or fluids other than those recommended in the Product's manual, and unauthorized modifications.

Equipment/machinery/components/Accessories/ parts/items sold by SELLER but not manufactured by SELLER or by an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser. No warranty, whether expressed, implied, or otherwise, is provided by SELLER on any such equipment/ machinery/ components/ Accessories/ parts/ items not manufactured by SELLER or by an affiliate.

Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind, whether express, implied or otherwise, except for the implied warranty of title.

Any services performed by SELLER in connection with the sale, installation, start-up or servicing or repair of a Product are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30 day warranty period, the exclusive obligation of SELLER shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. SELLER will determine at its sole discretion which of the above mentioned options (re-performance, refund, or credit) SELLER will take regarding the nonconforming service.

Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at SELLER's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE

Warranty Statement, contd.

LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

Product	Warranty period
Hand held construction tools (pneumatic and hydraulic breakers, rock drills, etc.)	24 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 5 below.
Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.	
Spare parts and accessories	Warranty period
Spare parts (must be SELLER-approved and then installed by SELLER or an authorized distributor) Note: Consumables and wear items are specifically not considered spare parts.	6 months from date of installation.
Consumables/wear items	
Consumables/wear items (for example: working steel for mounted or hand held demolition equipment, rock drills bits, hydraulic oil, grease, anti-freeze/coolant, filters, belts, fuel, lubricating oil, seals/seal kits, hoses, fittings, other parts that require replacement due to normal wear)	No warranty.
Workshop repair warranty	
Repair (other than warranty work) (The repair must be by SELLER workshop only).	Parts and labor are warranted for 30 days after repair by SELLER