

AMKUS Rescue Tool Warranty

AMKUS Rescue Tools manufactured on or after May 1, 2016 are warranted by AMKUS to be free from defects in material and workmanship for the expected life of the Tools, which is 10 years from the date of manufacture ("Lifetime Warranty Period").

The AMKUS Lifetime Warranty provides, with a few exceptions, that all AMKUS Rescue Tools and parts are warranted against defects in materials and workmanship for the Lifetime Warranty Period. If during the Lifetime Warranty Period, we determine that an AMKUS Rescue Tool is defective, we will, at our option, repair or replace it or any components of it.

EXCLUSIONS

This Lifetime Warranty is limited and protects only the original owner and covers all original defects in material and workmanship with exceptions, specified as follows: (1) damage caused by accident, any unreasonable use or neglect (including the lack of periodic and necessary maintenance), deterioration, wear and tear, or mishandling; (2) damage occurring during shipment (claims should be presented to the carrier); (3) damage to or deterioration of any accessory other than AMKUS accessories; (4) damage and breakage from failure to follow instructions contained in your user information manual, and use of tools in operations other than reasonable extrication and other rescue; (5) damage resulting from repairs or alterations by someone other than AMKUS, Inc. or an authorized AMKUS Service Center; (6) defects in electric, gasoline or hydraulic motors which are sold with the AMKUS products. These motors are separately warranted by their manufacturer under the conditions stated in the separate warranty; (7) defects in Mono Couplings which are sold with AMKUS products. These couplings are subject to a one-year warranty period under the conditions stated in their separate warranty; 8) Defects in batteries, battery chargers and electric motors for the battery powered ION tools are separately warranted by their manufacturer under the conditions of the manufacturer's warranty terms.

TO OBTAIN WARRANTY PERFORMANCE

If your AMKUS product ever needs service, contact your AMKUS Service Center. You may be asked to send your unit to the factory for repair. Please do not ship your product without prior authorization. THIS WARRANTY IS EXCLUSIVE AND AMKUS MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS MANUFACTURED AND SOLD BY IT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO DISTRIBUTOR, AGENT, EMPLOYEE, OR REPRESENTATIVE OF AMKUS HAS ANY AUTHORITY WHATSOEVER, TO BIND AMKUS TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING AMKUS PRODUCTS OR PARTS, EXCEPT AS STATED HEREIN.

COVERED AND NOT COVERED WARRANTY CHARGES

During the first year of Lifetime Warranty Period, AMKUS will repair or, at its option, replace at no charge any Tool or original or warranty replacement Tool part that AMKUS determines to have failed during normal and proper use due to a defect in material or workmanship. After the first year of the Lifetime Warranty Period until the end of the Lifetime Warranty Period, AMKUS will provide replacement parts only (no labor) at no charge for any original or warranty replacement Tool part that AMKUS determines to have failed during normal and proper use due to a defect in material or workmanship. Any repaired or replacement Tool or Tool part shall be warranted only for the remainder of the original Lifetime Warranty Period. If requested by AMKUS, a Tool or Tool part that is claimed to be defective must be delivered to AMKUS or an authorized AMKUS dealer for inspection and evaluation. Any Tool or Tool part that is replaced shall be the sole property of AMKUS and must be returned to AMKUS upon request. AMKUS shall have the right to use repaired and reconditioned Tools and Tool parts for warranty repairs and replacements.

If necessary repairs are not covered by this warranty, or if a unit is examined which is not in need of repair, you will be charged for the repairs or the examination. You must pay any shipping charges incurred in getting your AMKUS product to an AMKUS Service Center, or to the factory. AMKUS will pay return shipping charges if the repairs are covered by the warranty.

EXCLUSION OF CERTAIN DAMAGES

AMKUS LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT OUR OPTION, OF ANY DEFECTIVE PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL COMMERCIAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND /OR DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE PURPOSE OF THIS EXCLUSIVE REMEDY SHALL BE TO PROVIDE THE BUYER WITH REPAIR OR REPLACEMENT OF PRODUCTS OR PARTS MANUFACTURED BY AMKUS WHICH HAVE BEEN FOUND TO BE DEFECTIVE IN MATERIALS OR WORKMANSHIP OR NEGLIGENTLY MANUFACTURED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS AMKUS IS WILLING AND ABLE TO REPAIR OR REPLACE SAID DEFECTIVE PRODUCTS OR PARTS IN THE PRESCRIBED MANNER.

AMKUS RESCUE SYSTEMS

amkus.com

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