

## 3 YEAR LIMITED WARRANTY

### **Express and Exclusive Limited Warranty to Original Retail Buyer**

Alltrade Tools LLC (hereinafter "Alltrade") expressly warrants to the original retail purchaser of the accompanying KAWASAKI power tool and no one else 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 three years from original date of purchase, except that such warranty with regard to the battery shall be for a period of two years from original date of purchase, unless the tool is used for commercial or rental purposes.

**SPECIAL WARRANTY NOTE FOR COMMERCIAL OR RENTAL USE:** The above warranty for this Kawasaki power tool, including the battery, shall be effective for only 90 days from the original date of purchase if this tool is used for any **COMMERCIAL OR RENTAL PURPOSE.**

The date of purchase shall be the date of shipment to the original purchaser, or the date the original purchaser took 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 Alltrade, and does not apply to products and/or components thereof designed, manufactured and/or assembled by others, for which Alltrade 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 provided that any such nonconforming item and/or part is promptly returned to Alltrade's facility postage pre-paid and insured (address: ALLTRADE Warranty Claims & Repair, 1431 Via Plata, Long Beach, CA 90810, Attn: Customer Service #1-800-590-3723) within the applicable warranty period, with a written request by purchaser that Alltrade 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 include 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 Alltrade with adequate written proof that they are the original purchaser and of the original purchase date. Parts returned, freight prepaid and insured, to Alltrade's facility (see above address) will be inspected and, at Alltrade's option, repaired and/or replaced free of charge if found to be defective and subject to warranty. Alltrade retains the sole discretion

to determine whether any item or part is nonconforming and, if so, whether the item and/or part will be repaired and/or replaced. If the unit is repaired, new or reconditioned replacement parts may be used. If Alltrade chooses 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 after the purchase date will be replaced; for items returned after 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 Alltrade's option. During the warranty period, Alltrade will be responsible for the return shipping charges. Alltrade's repair and/or replacement of any nonconforming item and/or part thereof shall constitute fulfillment of all obligations to the purchaser. Alltrade shall not be responsible or liable for any expense, including freight charges, or repairs made outside Alltrade's facility, unless expressly agreed to by Alltrade in writing. Under no circumstances shall Alltrade 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 environments 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 drill bits, screwdriving bits, circular saw blades, jigsaw 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 THIS WARRANTY.**

Alltrade will not be liable for the following: 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 to maintain the product.

The use of other than genuine Alltrade 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 ALLTRADE 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 ALLTRADE AND/OR ITS REPRESENTATIVE(S), OR THE BUYER, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY ALLTRADE 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 ALLTRADE 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 ALLTRADE 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 ALLTRADE 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 ALLTRADE 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 ALLTRADE 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 ALLTRADE AND/OR ITS

REPRESENTATIVE(S) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL ALLTRADE'S 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.

**Limitations on Warranty Disclaimers**

Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of the incidental or consequential damages, so part or all of the above limitations or 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.

If your product is not covered by this warranty, please call our Customer Service Department toll free at 1-800-590-3723 for general repair information and charges.