HART LIMITED LIFETIME WARRANTY

For years customers have relied on HART Hand Tools to perform on the jobsite. HART backs its innovative products with a limited lifetime warranty.

WHAT IS COVERED

HART offers a limited lifetime warranty to the original purchaser of hand tools for the duration of the product's usable life against defects in material, manufacturing, and workmanship. This limited warranty is non-transferable and only applies to the original product obtained at the time of purchase. Warranties for other HART products may vary.

WHAT IS NOT COVERED

This warranty applies only to the original purchaser from an authorized retailer and may not be transferred to another party. Authorized retailers can be found at harttools.com. This warranty only covers defects in material, manufacturing, and workmanship. It does not cover any malfunction, failure, or defect resulting from misuse, abuse, neglect, alteration, modification, excessive exposure to the elements, normal wear and tear, or repair by other than an authorized party of One World Technologies (OWT), Inc. This limited lifetime warranty does not apply to any replacement product or product that was not originally obtained at the time of purchase.

Examples of hammer misuse can include, but are not limited, to the following:

- Striking other hardened objects such as other tools, hardened nails, drills, chisels, etc.
- Pulling (attempting to withdraw) hardened nails, screws, or nail sets.
- Filing nicks in claws or handle necks.
- Causing dents in handle neck by over-striking.

Nail hammers are only made to drive and withdraw standard common nails. Any other use is considered misuse and may cause eye or bodily injury.

HOW TO OBTAIN SERVICE

Subject to certain exceptions, HART will repair or replace (at HART's discretion) any hand tool which, after examination, is determined by HART to be defective in material, manufacturing, or workmanship for the lifetime of the tool's usable life. Return the hand tool in need of service to the address below, freight prepaid. Insurance is required.

Hart Hand Tools Service Department 1428 Pearman Dairy Road Anderson SC 29622

A copy of the proof of purchase from an authorized retailer must be included with the shipment to confirm the product has not transferred to another party from the original purchaser. Maintain the original receipt for future reference. Also include your contact name, return address, and phone number. (Note: PO Boxes are not valid return addresses).

HART will assess your product to confirm the limited lifetime warranty is still valid. If any items in the 'What is not covered' section are found, the limited lifetime warranty is null and void. A valid, legible product serial code must also be visible to obtain service under the HART limited lifetime warranty. After validation, if HART deems that a product cannot be serviced and a replacement is necessary, a similar product of equal or greater value will be shipped free of charge.

ACCEPTANCE OF THE EXCLUSIVE REPAIR AND REPLACEMENT REMEDIES DESCRIBED HEREIN IS A CONDITION OF THE CONTRACT FOR THE PURCHASE OF EVERY HART PRODUCT. DETAILS OF THIS LIMITED WARRANTY ARE SUBJECT TO CHANGE WITHOUT NOTICE. IF YOU DO NOT AGREE TO THIS CONDITION, YOU SHOULD NOT PURCHASE THE PRODUCT. IN NO EVENT SHALL HART BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY COSTS, ATTORNEY FEES, EXPENSES, LOSSES OR DELAYS ALLEGED TO BE AS A CONSEQUENCE OF ANY DAMAGE TO, FAILURE OF, OR DEFECT IN ANY PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF PROFITS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL. TO THE EXTENT PERMITTED BY LAW, HART DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; TO THE EXTENT SUCH DISCLAIMER IS NOT PERMITTED BY LAW, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY AS DESCRIBED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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.

QUESTIONS

For any further questions regarding HART Hand Tools, please email <u>info@harttools.com</u> or call 1-800-776-5191.