



Empower Tools

1. **LIMITED WARRANTY:** Seller warrants only that products, parts and components of its manufacture or design shall be of merchantable quality at the time of shipment and free from defects in material and workmanship for a period 12 months from date of shipment on all components and products supplied by Haulz-All. This warranty applies only if the following conditions are met:

- (a) Buyer protects the product from the elements in accordance with normal use, due care and consideration for all foreseeable environmental conditions.
- (b) The product is properly stored, operated, and maintained.
- (c) The product is not modified by any one other than a Haulz-All authorized person/representative.

During the warranty period, the Seller will, at its option, repair/replace defective product when confirmed defective products are returned, transportation charges **prepaid by the buyer**, to the Seller. The Seller will credit the customer's account for the freight charges on a pro rata basis once it is confirmed that the products are defective. Products returned to Seller that are inspected and deemed to meet Seller's specifications will be subject to a \$30.00 inspection fee to the account of Buyer. The Seller reserves the right to see original freight invoices. Return freight of repaired or replaced confirmed defective units will be freight prepaid by the Seller, pro rata if non-valid returns are included in the shipment. The warranty period of any repaired or replaced part shall be the amount of time remaining on the original warranty.

Seller shall not be liable in contract or in tort (including negligence or otherwise) for any special, incidental, or consequential damages, including without limitation, damage to property, loss of product, loss of business, claims of customers, and damages resulting from delays in delivery.

REMEDY: Buyer's exclusive remedy and Seller's obligations under this warranty shall be limited to repair or replacement by Seller of the product, components or parts proving defective or damaged, or receipt of credit in lieu of repair or replacement issued at Seller's sole option. Seller shall not be responsible for the cost of removal or reinstallation of products for inspection, replacement or repair. Seller's liability under this warranty shall under no circumstances exceed the purchase price of the product or that portion of the price allocable to defective or damaged parts or components.

LIMITATIONS: Materials exposed to chemical or reactive processes are not warranted against corrosion or deterioration. Seller assumes no responsibility for the suitability, accuracy or reliability of materials, components, design conditions, specification, data or other items supplied, selected or furnished by Buyer. This warranty shall not apply to products of Seller, which have been: repaired or altered by other than authorized representatives of Seller; subject to misuse, negligence or accident.

The foregoing warranty is exclusive and in lieu of all other expressed and implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for a particular purpose.