



Certificate Of Limited Warranty for **Holmatro® Industrial Tools**

Warranty:

Holmatro® hydraulic industrial tools, parts and accessories are guaranteed against defects in material and workmanship for a period of six (6) months from date of purchase.

The identity of the original purchaser and the date of purchase shall be established in each case by the return of the properly completed warranty registration card.

Warranty Terms:

The obligations of Holmatro® under this warranty include free replacement of the necessary parts and the shipping costs to return the equipment to the user, provided the inspection of the equipment has proved that the parts were defective at the time of purchase or were improperly designed or manufactured. The warranty inspection can only be performed by a Holmatro® service center and shipping costs to a Holmatro® service center will be for purchaser's account. Said warranty shall remain in effect only if (1) such goods are used normally and properly in accordance with Holmatro® instructions as to maintenance and operation, whether given orally or set forth in manuals and instruction sheets furnished by Holmatro®, and (2) the purchaser gives prompt notice to Holmatro® of any such defects and preserves and turns over all allegedly defective goods, parts or items.

Exclusions:

This warranty covers all defects in material and workmanship except:

Any damage occurring during shipments of the goods (for which claims shall be presented to the carrier). Normal wear and tear parts and consumable parts and items including (without limitation) with respect to hydraulic tools, wearable parts and accessories, all seal rings, plunger blocks, couplings, spreader tips, and cutter/combi tool blades. Goods sold but not manufactured by Holmatro, such as the Honda engine (for which Holmatro® shall make available to purchaser those warranties made available to Holmatro® by the manufacturer). Damage caused by abuse, improper use or corrosion. Damage caused by repairs performed by persons other than a Holmatro® service center or an official Holmatro® factory-trained distributor, or damage resulting from the use of parts other than genuine Holmatro® parts. Damage as the result of improper or neglected reasonable maintenance.

THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND **HOLMATRO** EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS, PERFORMANCE OR SUITABILITY FOR A PARTICULAR PURPOSE.

Limitation of Damages:

Holmatro's obligation under this warranty is limited to repair and/or replacement, at Holmatro's option, of any defective Holmatro® tool, part, accessory or item, and under no circumstances, whether due to a breach of any warranty hereunder or any other cause, and whether arising in contract or in tort (including negligence or strict liability) shall Holmatro® be liable for (1) consequential or indirect loss or damage including, but not limited to, loss of profits, loss of production, plant downtime, or liabilities to customers or other third parties, or (2) loss or damage arising out of the sole or contributory negligence of the purchaser, its employees or agents, or any third party, or (3) any special or punitive damages of any nature. If Holmatro® determines, in its sole and final discretion, that the nature of the defect precludes remedy by repair and/or replacement, Holmatro® reserves the right to satisfy any warranty obligation by refunding the full purchase price, on return of all defective goods to Holmatro®, shipping costs prepaid. Any action for breach of warranty or other action must be commenced within one year after such cause of action arises, except where applicable law would prohibit any such time restriction on the bringing of such an action.

Notices:

For all notices, information and inquiries concerning this warranty or Holmatro® service centers contact:

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Glen Burnie, MD 21061-3254 USA
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