

## LIABILITY & WARRANTY

### **Liability**

Bon Tool Co. is in no way liable for claims in incidental or consequential damages connected with the manufacture, sale, delivery or use of any of its products. Follow all applicable ANSI and OSHA Codes and Regulations for use with all Bon Tool Co. products. Although every attempt is made for complete accuracy, Bon Tool Co. is not held responsible for typographical or pictorial errors in their website.

### **California Proposition 65**

Bon Tool Co. manufactures and distributes construction tools and related products. None of the products sold by Bon Tool Co. are intended for human consumption, and exposure to all of our products is safe when used as intended and as instructed. However, some of our products contain one or more chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. It is our policy and practice to comply with all applicable Federal, State and local laws.

### **Warranty**

Limited Warranty. Bon Tool Co. warrants products against defects in materials and workmanship under normal use FOR A PERIOD OF ONE YEAR AFTER THE DATE OF PURCHASE from Bon Tool Co., unless otherwise stated. Bon Tool Co. will use reasonable efforts to repair or replace, at its option, any product that Bon Tool Co. has determined to be defective in materials or workmanship under normal use within the warranty period; provided, however, that Customer has returned such defective product to Bon Tool Co. shipping costs prepaid. Such repair or replacement, at Bon Tool Co.'s option, or Bon Tool Co.'s refund of amounts paid by Customer for the defective product, shall be Customer's sole and exclusive remedy.

LIMITED WARRANTY. ALL PRODUCTS SOLD ARE WARRANTED BY BON TOOL CO. ONLY TO CUSTOMERS FOR RESALE, OR FOR USE IN BUSINESS, OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE FROM BON TOOL CO. ANY PRODUCT DETERMINED BY BON TOOL CO. TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO BON TOOL CO., SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED, OR AT BON TOOL CO.'S OPTION, THE PURCHASE PRICE REFUNDED. WARRANTY DISCLAIMER. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY BON TOOL CO. BON TOOL CO. DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT

SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. BON TOOL CO.'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

### **No Warranties to Consumers**

Bon Tool Co. makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

### **Force Majeure**

Bon Tool Co. shall not be liable for any delay in or impairment of performance resulting in whole or in part from any force majeure event, including but not limited to Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Bon Tool Co. in the conduct of its business.

### **Waiver, Choice of Law and Venue**

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the Commonwealth of Pennsylvania, excluding conflict of law rules, and venue shall be in Allegheny County, Commonwealth of Pennsylvania.