

# **Wilmar Corporation**

*Performance Tool® • Mechanic's Products® • Performance Tech® • Project Pro® • Wilmar®*

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## **Warranties:**

PERFORMANCE TOOL extends only the following warranties, and only to the original retail purchasers. These warranties give specific legal rights. Except where prohibited by local law, the law of the State of Washington governs all warranties and all exclusions and limitations of warranties and remedies. There may be other rights which vary from state to state.

## **Hand Tools:**

Lifetime Replacement Warranty: If any tool ever fails to give complete satisfaction, it may be returned, along with original sales receipt, for a free replacement of any like grade and quality, postage prepaid to Wilmar.

## **Hydraulic Jacks & Heavy Duty Equipment:**

PERFORMANCE TOOL warrants the product to be free from defects in materials and workmanship under normal use and service. A defective product may be returned for a free replacement within 90 days from the date of purchase, provided that the product is returned to place of purchase immediately after discovery of defect. After 90 days and up to 1 year from date of purchase, PERFORMANCE TOOL will replace at no charge any parts which our examination shall disclose to be defective and under warranty. These warranties shall be valid only when a sales receipt showing the date of purchase accompanies the defective product or defective part(s) being returned. For part(s) after 90 days, please remit your request, postage prepaid to: PERFORMANCE TOOL, P.O. Box 88259, Tukwila, WA 98138

## **Torque Wrenches:**

PERFORMANCE TOOL warrants torque wrenches that are calibrated and serviced regularly to be free from defects in materials and workmanship under normal use and service for a period of 90 days from the date of purchase, during which time a defective product may be returned for a free replacement when accompanied by the original sales receipt. Calibration and servicing must be done regularly and are the owner's responsibility.

## **Power / Electrical Tools (includes Air Tools, Saws, Compressors, Drills, Drill Presses, Grinders, etc.):**

MECHANICS PRODUCTS / PERFORMANCE TOOL warrants these products when serviced regularly to be free from defects in materials and workmanship under normal use and service for a period of 1 year from the date of purchase, during which time a defective product may be returned for a free replacement when accompanied by the original sales receipt. Servicing must be done regularly and are the owner's responsibility.

## **Exclusions:**

These warranties exclude blades, bits, punches, dies, bulbs, fuses, grinding wheels, belts and other consumables which must be replaced under normal use and service. These warranties shall not apply to any product or part which is used for a purpose for which it is not designed, or which has been repaired or altered in any way so as to affect adversely its performance or reliability, nor shall these warranties apply to any product or part which has been subject to misuse, neglect, accident or wear and tear incident to normal use & service.

PERFORMANCE TOOL does not authorize any other person to make any warranty or to assume any liability in connection with its products.

Except for warranties of title and the limited express warranties set forth above, PERFORMANCE TOOL makes no express or implied warranties of any kind with respect to its products. In particular, PERFORMANCE TOOL makes no implied warranty of merchantability and no implied warranty of fitness for any particular purpose, except that for goods purchased primarily for personal, family or household use and not for commercial or business use, PERFORMANCE TOOL makes an implied warranty of merchantability (and, if otherwise applicable, an implied warranty of fitness for a particular purpose), but only for particular qualities or characteristics, and for the duration, expressly warranted above. The laws on limitation of implied warranties may differ from state to state, so the above limitations may not apply in all cases.

PERFORMANCE TOOL shall not be liable for consequential, incidental or special damages resulting from or in any manner related to any product, or to the design, use or any inability to use the product. The sole and exclusive remedy for a defective product or parts shall be the repair, or replacement thereof provided above. The laws on limitation of remedies or on consequential, incidental or special damages may vary from state to state, so the above limitations may not apply in all cases.