



WYCO TOOL

Division of Racine Federated Inc.

Manufacturer's Limited Warranty

The warranties provided by WYCO, div. Racine Federated Inc. ("Company") in this Manufacturer's Limited Warranty apply only to Products you purchase for your use, and not for resale. The term "Product" means a Company-branded product, its features, conversions, upgrades, elements, or accessories, or any combination of them. NOTHING IN THIS MANUFACTURER'S LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

1. Warranty Coverage

(a) The Company warrants to the end purchaser that the Products will be free from defects in materials and workmanship for twelve months from the original Date of Purchase ("Warranty Period"). The date on your invoice or sales receipt is the Date of Purchase unless the Company or your reseller informs you otherwise. During the Warranty Period, the Company will, at its option: (1) provide replacement parts necessary to repair the Products, (2) replace the Products with a comparable product, or (3) refund the amount paid by you for the Products upon return. Any replacement parts or Products will be new or serviceably used, comparable in function and performance to the original part or Product, and warranted for the remainder of the Warranty Period or twelve months from the date of shipment of the replacement part of Products, whichever is longer. Purchasing additional parts or Products from the Company does not extend this Warranty Period.

(b) THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE COMPANY UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

(c) THE COMPANY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT AND NONE OF THE COMPANY OR ANY COMPANY AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS YOU FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY YOU ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE PRODUCTS.

(d) THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

2. Exclusions from Warranty Coverage

This limited warranty covers normal use of the Products and the Company does not warrant and is not responsible for:

(1) Damage caused by a disaster such as fire, flood, wind, earthquake, or lightning;

(2) Damage caused by unauthorized attachments, alterations, modifications or foreign objects;

(3) Damage caused by the use of the products or accessories for purposes other than those for which they are customarily used;

(4) Damage from improper maintenance;

(5) Damage caused by any other abuse, misuse, mishandling, or misapplication; or

(6) Accessories or other products or services of companies other than the Company.

3. Obtaining Warranty Service

(a) In order to obtain service under this limited warranty, you must contact the Company's technical support personnel. You may contact the Company's technical support personnel via a variety of online, telephone, and other methods to diagnose warranty issues. The Company will provide product diagnosis by one of these methods for no additional charge at any time.

(b) If the Company determines that a Product or one of its parts is defective, the Company will authorize the replacement of a part or the Product, at no cost to you. Instructions for the return of the product to WYCO will be provided and must be followed. Warranty service may be denied or limited if your account is not in good standing, including outstanding debt for replacement parts not returned to the Company. If you choose to contact the Company in writing, send your request for warranty service to the following address: WYCO, 8635 Washington Ave., Racine, WI 53406.

4. Limitation of Liability

(a) IN NO EVENT SHALL THE COMPANY (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "COMPANY AFFILIATES") BE LIABLE UNDER ANY CIRCUMSTANCE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY YOU TO THIRD PARTIES, EVEN IF THE COMPANY OR ANY OF THE COMPANY AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

(b) IN NO EVENT SHALL THE COMPANY OR ANY COMPANY AFFILIATE BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY YOU HEREUNDER. YOUR SOLE REMEDY AGAINST THEM IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID, PURSUANT TO SECTION 5, UPON THE PAYMENT OF WHICH THEY SHALL BE RELEASED FROM AND DISCHARGED OF ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU.

5. Dispute Resolution

(a) You agree that any dispute between you and the Company will be resolved exclusively and finally by arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute between you and the Company. The arbitration shall be held at any reasonable location near your place of business by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a dispute in a forum other than AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorney fees and disbursements incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision.

(b) YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THAT RIGHT AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION.

(c) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act [[9 U.S.C. §§ 1](#) et seq.].

(d) For the purposes of this section, the term "dispute" means any dispute, controversy, or claim arising out of or relating to: (1) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (2) the purchase or use of any Product, Accessory, service or otherwise from the Company; the term "Company" means the Company, its subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents or assigns; the term "you" means you, the original purchaser, your agents, beneficiaries, or heirs.

6. Governing Law

Both you and the Company consent to the application of the laws of the State of Wisconsin to govern, interpret, and enforce all of your and the Company's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Product Limited Warranty, without regard to conflict of law principles.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

7. Contact Information

Any questions about this Statement of Product Limited Warranty, including the procedures for obtaining warranty service, should be directed to the Company at:

By Telephone: 1-800-233-9926

By Mail: WYCO, 8635 Washington Ave., Racine, WI 53406

