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# WARRANTY

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## LIMITED WARRANTY Stanley Mounted Hydraulic Augers

Stanley Hydraulic Tools (hereinafter called "Stanley"), subject to the exceptions contained below, warrants new hydraulic tools for a period of one year from the date of sale to the Distributor/Dealer, to be free of defects in material and/or workmanship at the time of delivery, and will, at its option, repair or replace any tool or part of a tool, or new part, which is found upon examination by a Stanley authorized service outlet or by Stanley's factory in Milwaukie, Oregon to be DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP. All parts replaced under warranty will be considered as part of the original product and any warranty on those parts will expire coincident with the original product warranty

Prior to any warranty repair or agreement to provide warranty under the policy a preapproval must be granted by Stanley when repairing augers under warranty. Contact the Stanley Service Department to obtain approval and to provide information on the failure and tool.

Parts claimed defective must be removed from the machine within the flat rate schedule guide lines and returned to the designated location, for inspection, shipping charges prepaid, within 15 days after purchaser learns of facts upon which claim is made. Parts found defective will be promptly replaced or repaired and returned without charge. All items to be returned must have a Return Goods Authorization (RGA) assigned to them. Components or items returned to Stanley or its warranty representative will be rejected and returned to the distributor, dealer or end user at their expense. A warranty claim must be submitted for any labor to remove the auger assembly. Claims must be submitted within the claim submittal guidelines.

Stanley's obligation and liability under this warranty is expressly limited to repairing or replacing at Stanley's option any part which appears to Stanley upon inspection to have been defective in material or workmanship. Replacement or repaired parts installed in the product covered by this warranty are warranted only for the remainder of the original warranty as if such parts were original components of said product.

**LIMITATION OF DAMAGES:** Stanley's obligation under this warranty shall not include any transportation charges, costs of installation, duty, taxes or any other charges whatsoever or any liability for direct, indirect, incidental or consequential damages or delay. Stanley's liability for any and all losses and damage to Purchaser resulting from any cause whatsoever, including negligence or breach of form of warranty, express or implied, by Stanley's, alleged damage for defective goods, irrespective of whether such defects are discoverable or latent, shall in no event exceed the purchase price of the particular goods. Any improper use including operation after discovery of defective or worn parts not approved by Stanley or any alteration or repair by others in such manner as in Stanley's judgment affects the product materially and adversely shall void this warranty. Parts worn from use or damaged, broken or bent from misuse and parts subject to normal maintenance are not covered by this warranty.

No employee, dealer, salesman, or representative is authorized to change this warranty in any way or grant any other warranty unless such change is made in writing and signed by Stanley's Warranty or Service Manager.

**RENTAL & DEMONSTRATOR TOOLS:** Warranty for rental and demonstration tools commences when those tools are put to use as dealer rental equipment, or dealer demonstration equipment, or any other usage prior to sale to the first retail purchaser and continues for a period not to exceed two years. If such tools are sold to a "first retail purchaser" before expiration of the one year warranty, the tools are covered for the remaining period of warranty. All other conditions of warranty described herein apply, where applicable.

**WARRANTY REGISTRATION:** IT IS THE RESPONSIBILITY OF THE DEALER TO ASSURE TOOLS PLACED INTO SERVICE, WHETHER SOLD TO A FIRST RETAIL PURCHASER OR NOT, ARE REGISTERED WITH STANLEY WITHIN 30 DAYS OF THE DATE FIRST PLACED INTO SERVICE. Registration of tools is accomplished by completing a WARRANTY REGISTRATION FORM which is furnished with each tool. Failure to provide warranty registration in 30 day of in service the shipping date from the factory to the dealer or distributor will be used as the in service and registration date.

**STANLEY ASSUMES NO LIABILITY FOR WARRANTY CLAIMS SUBMITTED FOR WHICH NO TOOL REGISTRATION IS ON RECORD.** Stanley will not accept a bill of sale, or letter of intent from the first retail customer, or letter of intent from the dealer if the tool is used as a demonstration unit or as a rental unit, registration forms beyond the 30 days of in service.