

# WARRANTY INFORMATION

## NEW TOOL AND ACCESSORY WARRANTY

Any new tool or accessory branded with the Eagle name, and purchased from Eagle Industries, Inc (EAGLE), or through one of its authorized distributors or agents, is warranted to the original buyer against defects in materials and workmanship for a period of one (1) year\* from date of delivery. Under the terms of this warranty, EAGLE will repair or replace any product or accessory warranted hereunder and returned freight prepaid proving to EAGLE's satisfaction to be defective as a result of workmanship or materials. In order to qualify for this warranty, written notice to EAGLE must be given immediately upon discovery of such defect, at which time EAGLE will issue an authorization to return the tool. The defective item must be promptly returned to an authorized EAGLE service center with all freight charges prepaid.

## REPAIRED TOOL WARRANTY

Once a tool is beyond the new product warranty period as detailed above, EAGLE will provide repair warranty on pneumatic tools for a period of 90 days\* beyond the warranted repair date.

## EXCLUSION FROM WARRANTY

This warranty is valid only on products purchased from EAGLE, or thru its authorized distributors or agents. EAGLE shall have no obligation pursuant to the EAGLE Warranty with respect to any tools or accessories which in EAGLE's sole judgment have been altered, damaged, misused, abused, badly worn, lost or improperly maintained. This Warranty is null and void if the customer, or any other person other than an authorized representative of EAGLE, has made any attempt to service or modify the tool or accessory prior to its return to EAGLE under this Warranty.

The warranty provision with respect to each such product may be amended by EAGLE from time to time in its sole discretion. The liability of EAGLE hereunder shall be limited to replacing or repairing, at its option, any products which are returned freight prepaid to EAGLE and which EAGLE determines to be defective as described above or, at EAGLE's option, refunding the purchase price of such products.

EAGLE reserves the right to make periodic changes in construction or tool design at any time. EAGLE specifically reserves the right to make these changes without incurring any obligation or incorporating such changes or updates in tools or parts previously distributed.

THE EAGLE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND EAGLE EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY EAGLE WITH RESPECT TO THE GOODS DELIVERED HEREUNDER, AND MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED OFFICER OF EAGLE.

## LIMITATION OF LIABILITY

EAGLE'S LIABILITY PURSUANT TO WARRANTY OF THE PRODUCTS COVERED HEREUNDER IS LIMITED TO REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL EAGLE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE BUYER. IN NO EVENT SHALL EAGLE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT) WHETHER OR NOT EAGLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF EAGLE ARISING OUT OF THIS AGREEMENT AND/OR SALE.

**Note:** The EAGLE Warranty confers specific legal rights, however some states or jurisdictions may not allow certain exclusions or limitations within this warranty.

\* All warranty periods addressed herein are determined using a standard shift, eight-hour work day.

