

Warranty

Crescent® hand tools are warranted for Life to be free of defects in material and workmanship. Carrying cases, pouches, accessory bits and consumable products, if any, are not covered by this Warranty.

Crescent - Warranty

Apex warrants to each original Customer of Products sold by Apex that such Products (excluding carrying cases and storage accessories and the product categories set forth below) are, at the time of delivery to the Customer, free of material and workmanship defects, provided that no warranty is made with respect to: (a) any Product which has been modified, disassembled and/or reassembled or altered in any way or improperly installed; (b) any Product which has, in Apex's judgment, been subject to negligence, misuse, abuse, accident, improper storage or damage during shipment; (c) any Product which has not been operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Apex; and (d) any Products which have been serviced or repaired by anyone other than an Authorized Repair Center of Apex or modified by anyone other than Apex. Normal wear and tear is also excluded.

Product Exceptions to the Standard Limited Lifetime Warranty:

- Tool Boxes, Standard Chucks and Accessories, Bits, Bit Sockets Torque Products.
- Soldering and De-Soldering Products are warranted only for one (1) year from date of Buyer acceptance.
- Accuracy standards for calibration on Torque Products are warranted for 90 days from date of buyer acceptance. Torque Products in North America must be sent to Angle Repair & Calibration Service, Inc., 175 Angle Drive, Beckley, West Virginia 25801 (304) 253-5729 at Customer's cost for evaluation. Product meeting warranty criteria will be repaired or replaced subject to Apex's sole discretion. Torque Product components are subject to normal wear through use and replacement thereof is the responsibility of the Customer. These warranties set forth herein are the sole warranties applicable to Products and is in lieu of all other warranties, whether express, implied or statutory. The implied warranties of merchantability and fitness for a particular purpose are specifically excluded.

Remedies: Customer's sole and exclusive remedy for breach of this Warranty is, at the option of Apex, repair or replacement of the defective product.

If use of any Crescent Hand Tool® when used for its intended purpose, fails to give complete satisfaction, return it to your Crescent Distributor or contact Apex Tool Group Professional Division at (800)-688-8949, and it will be repaired or replaced free of charge.

This Warranty shall not apply to Products which have been misused, abused, damaged by accident or otherwise, repaired by anyone other than an Authorized Repair Center or modified by anyone other than Apex Tool Group and is in lieu of all other warranties, whether express, implied or statutory. **THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** Buyer's sole and exclusive remedy for breach of this Warranty is, at the option of Apex Tool Group, repair or

replacement of the defective Product. IN NO EVENT WILL APEX TOOL GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM BREACH OF THIS WARRANTY, EVEN IF APEX TOOL GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Apex Tool Group is not responsible for personal injury or damage resulting from improper tool usage, product modification, abuse or usage beyond expected product life.