

# American Rescue Technology, Inc. Warranty

(This is a Limited Warranty. Please read it carefully)

## WHO IS PROTECTED

The **A.R.T.** Limited Warranty provides, with few exceptions, that all **A.R.T.** Rescue Tools and parts are warranted against defects in materials and workmanship for the lifetime of the tool. If we determine that one of the Rescue Tools is defective, we will, at our option, repair or replace any components of them.

## EXCLUSIONS

This Warranty is limited and protects only the original owner and covers all defects in material and workmanship with exceptions specified as follows: (1) damage caused by accident, any unreasonable use or neglect (including the lack of periodic and necessary maintenance), deterioration, wear and tear, or mishandling; (2) damage occurring during shipment (claims should be presented to the carrier); (3) damage to or deterioration of any accessory other than **A.R.T.** accessories (4) damage and breakages from failure to follow instructions contained in your owner's manual and use of tools in operations other than reasonable extrication and other rescue; (5) damage resulting from repairs or alterations by someone other than **A.R.T.** or an authorized **A.R.T.** Service Center.

## TO OBTAIN WARRANTY PERFORMANCE

If your **A.R.T.** product ever needs service, write or call your **A.R.T.** Service Center. You may be asked to send your unit to the factory for repair. Please do not ship your product without prior authorization. This warranty is exclusive and **A.R.T.** makes no other warranty of any kind whatsoever, expressed or implied, with respect to the products sold by it, whether as to merchantability, fitness for a particular purpose or any matter. No distributor, agent, employee, or representative of **A.R.T.** has any authority whatsoever, to bind to any affirmation, representation or warranty concerning **A.R.T.** products or parts, except as stated herein.

## WHO PAYS FOR WHAT

**A.R.T.** will pay labor and material for a period of one year and thereafter all material expense for all repairs covered by this warranty, as long as you own and properly maintain and handle the equipment subject to the discussed exclusions. If necessary repairs are not covered by this warranty, or if a unit is examined which is not in need of repair, you will be charged for the repairs or the examination.

You must pay any shipping charges incurred in getting your **A.R.T.** products to and from an **A.R.T.** Service Center, or to the factory.

## EXCLUSION OF CERTAIN DAMAGES

**A.R.T.** liability is limited to the replacement at our option, of any defective product and shall in no event include incidental or consequential commercial damages of any kind.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

The purpose of this exclusive remedy shall be to provide the buyer with repair or replacement of products or parts sold by **A.R.T.** which have been found to be defective in materials or workmanship. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as **A.R.T.** is willing and able to repair or replace said defective products or parts in the prescribed manner.



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