

## **Strategic Tools & Equipment Company: Warranty Policy**

Strategic Tools & Equipment Company warrants to Customers who purchase Product from authorized Strategic Tools & Equipment Company distribution channels for use in their profession that Products will be free from defects in workmanship and materials for a duration described for each Product. The warranty duration depends upon the nature of the Product. If the Product information for purchased Product does not include a warranty statement with the applicable duration or prior to a Product purchase, Customer can obtain the Product warranty duration from a selling Strategic Tools & Equipment Company distributor or representative or by writing Strategic Tools & Equipment Company at the address provided at the end of this warranty statement. Consumable Products are warranted, at the time of sale, only against defects in workmanship or materials that prevent their use. Consumable products are goods reasonably expected to be used up or damaged during use, including but not limited to drill bits, saw blades, grinding discs, sanding discs, knife blades, files, O2 sensors and batteries. This warranty only extends to the original Customer and cannot be transferred or assigned.

During the applicable duration of the warranty, at its option, Strategic Tools & Equipment Company will repair or replace its Products which fail to give satisfactory service due to defective workmanship or materials, or provide a refund by repaying or crediting Customer with an amount equal to the purchase price of such Products. Repair, replacement or refund shall be at the election and expense of Strategic Tools & Equipment Company, and is Customer's exclusive remedy in place of all other rights and remedies. To obtain warranty service, please call Strategic Tools & Equipment Company at 1-877-952-8665 or write to [info@StrategicTQ.com](mailto:info@StrategicTQ.com). By repairing or replacing a Product, or providing a refund, Strategic Tools & Equipment Company does not waive a claim that a Product nevertheless has been subject to abnormal use.

In addition to any limitations outlined in warranty statements provided with the Product, Strategic Tools & Equipment Company does NOT provide any warranty for Products subjected to "abnormal use". Products that are not labeled Strategic Tools & Equipment Company are subject to the warranty provided by the manufacturers of those products and Strategic Tools & Equipment Company will pass along any such warranties. "Abnormal use" includes misuse, accident, modification, unreasonable use, abuse, neglect, lack of maintenance, use in product-related service, or use after the product is significantly worn.

**THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Descriptions of Product are for the sole purpose of identifying Product and shall not be construed as an express warranty.

### **Strategic Tools & Equipment Company Tools Company**

P.O. Box 579  
Excelsior, MN 55331

**LIMITATION OF LIABILITY. STRATEGIC TOOLS & EQUIPMENT COMPANY AND ITS AFFILIATED COMPANIES AND THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES, COSTS OR DAMAGES INCURRED BY BUYER OR OTHERS, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS AND/OR GEAR, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE PRODUCTS AND/OR GEAR OR THE FOREGOING WARRANTY, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUES, ANTICIPATED SALES, BUSINESS OPPORTUNITIES, GOODWILL, OR INTERRUPTION OF BUSINESS OR OTHER INJURY OR DAMAGE).**

**To the extent allowed by applicable law, this warranty and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the substantive laws of the State of Illinois, without giving effect to the principles of conflicts of law thereof.**

## **Strategic Tools & Equipment Company: Freight Policy**

Strategic Tools & Equipment Company will pay for ground freight to Customer's location in the United States of America for orders with a minimum value of \$1,000. Strategic Tools will charge Customer for ground freight for orders valued under \$1,000. Customers may provide Strategic Tools & Equipment Company with a prepaid freight account and preprinted shipping labels to ship Product to Customer's location(s) for any order placed. Strategic Tools & Equipment Company will charge Customers for Customer-initiated express shipments unless the Customer provides a prepaid express freight account and a preprinted shipment label.

Title to Product will pass from Strategic Tools & Equipment Company or its suppliers to Customer on shipment from Strategic Tools & Equipment Company's facilities or other designated third party supplier's facility. Loss or damage that occurs during shipping by a carrier selected by Strategic Tools & Equipment Company is Strategic Tools & Equipment Company's or its supplier's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Strategic Tools & Equipment Company reserves the right to make delivery of Product in installments.