

Malco Tools, Inc. Limited Lifetime Warranty

Malco Tools, Inc. (Malco) warrants to the original customer/consumer that its products will be free from manufacturing defects in materials or workmanship when subject to normal and proper use.

Should any such defect occur following original purchase, Malco will repair or replace, at its discretion, the defective product.

Malco shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product. In the event of repair or replacement under the terms of this warranty, the original warranty shall apply to the repaired or replacement product.

Limitations:

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal use conditions, including but *not* limited to:

- Misuse, abuse, neglect or improper handling, storage or maintenance.
- Improper use or installation not in strict adherence to Malco's written instructions.
- Normal wear and tear from extended use.
- Impact of foreign objects, such as fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God.
- Any other causes not involving manufacturing defects in the material supplied by Malco.

Transferability: The warranty is not transferable.

Other Conditions

EXCEPT AS WHERE PROHIBITED OR LIMITED BY APPLICABLE STATE LAW, THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF MALCO. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE. APPLICABLE STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A CUSTOMER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY. IN NO EVENT SHALL MALCO BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO PROPERTY, ITS CONTENTS OR ANY PERSON OR PROPERTY THEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. MALCO DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES, WITHIN THE UNITED STATES OF AMERICA, DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS 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, within the United States of America.

Some products, such as Malco's Magnetic Sweeps, Guillotines, Uncoiler, Gutter Outlet tools, the Mini-Brake and our Pneumatic products may be field repairable. Please contact Customer Service before returning these products.

If a defect covered by this warranty is confirmed, Malco, within a reasonable period of time after the inspection, will repair or provide replacement product per the terms of this warranty.

Products with manufacturing defects should be held for examination by the Malco Sales Representative. They will inspect for manufacturing defects, authorize scrap and credit/replacement or ask for it to be returned to Malco.

If you prefer, return tools with manufacturing defects directly to the Annandale, Minnesota factory for credit or replacement. Returns to the factory should be made prepaid. Accordingly, when Malco sends the warranty replacement(s) back to you, the freight will be prepaid.

Malco Tools, Inc.
14080 State Highway 55 NW
Annandale, MN 55302 U.S.A.

Customer Service Contact Numbers:
United States 320-274-7387
Outside the United States 320-274-2376

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