

FIELD WARRANTY POLICY_ Handheld and Railroad Tools
Effective January 1, 2020

1. LIMITED WARRANTY

Stanley Hydraulic Tools (hereinafter called "Stanley"), subject to the exceptions contained below, warrants new hydraulic tools for a period of 18 months from the date of sale to the first retail purchaser, or for a period of 2 years from the shipping date from Stanley, whichever period expires first, to be free of defects in material and/or workmanship at the time of delivery, and will, at its option, repair or replace any tool or part of a tool, or new part, which is found upon examination by a Stanley authorized service outlet or by Stanley's factory in Milwaukie, Oregon to be DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP.

2. DEALER WARRANTY DETAIL INFORMATION

- A. **FLAT RATES:** Labor allowance tables are provided which establish times allowed for diagnostics, disassembly, and re-assembly for tools and given repair situations.
- B. **DECALS:** In the interest of safety, replacement of any decals which are damaged as a direct result of a failure or as a direct result of repairing a failure, providing the failure qualifies for warranty, are covered under this policy.
- C. **ENGINE REMOVAL & REINSTALLATION:** Labor hours for the removal and reinstallation of power unit engines, only if required to perform warranty related engine repairs, are covered under this policy but not to exceed a sum total of 8 hours for each individual repair.
- D. **FREIGHT COSTS:** Freight costs to return parts to Stanley, if requested by Stanley for the purpose of evaluating a warranty claim for warranty credit, are covered under this policy if the claimed part or parts are approved for warranty credit.
- E. Freight costs for any part or parts which are not approved for warranty credit will be the responsibility of the dealer.
 - 1. Reimbursement of freight costs must be obtained by submitting a copy of the freight bill.
 - 2. Freight costs to obtain parts for the purpose of a warranty repair are not covered by this policy.
- F. **NEW PARTS:** New parts which are obtained individually are warranted, subject to the exceptions herein, to be free of defects in material and/or workmanship at the time of delivery and for a period of 6 months after the date of first usage. Seals and diaphragms are warranted to be free of defects in material and/or workmanship at the time of delivery and for a period of 6 months after the date of first usage or 2 years after the date of delivery, whichever period expires first. Warranty for new parts is limited to replacement of defective parts only. Labor is not covered. Electrical components are covered for 90 days from the date of purchase. Electrical components are non-returnable items.
- G. **GENUINE PARTS:** Stanley shall not be liable for, warranty repairs or reimbursement for parts for such repairs where genuine Stanley parts have not been purchased or obtained through the Stanley parts network
- H. **REMANUFACTURED TOOLS & PARTS:** Stanley rebuilt or remanufactured parts and tools are warranted for a period of 6 months on parts, 60 days on labor from the date shipped for the factory. Obsolete and discontinued tools and parts will not be covered under this warranty.
- I. **RENTAL & DEMONSTRATOR TOOLS:** Warranty for rental and demonstration tools commences when those tools are put to use as dealer rental equipment, or dealer demonstration equipment, or any other usage prior to sale to the first retail purchaser and continues for a period not to exceed one year. If such tools are sold to a "first retail purchaser" before expiration of the one year warranty, the tools are covered for the remaining period of warranty. All other conditions of warranty described herein apply, where applicable

- J. **RELATED DAMAGES:** Damages to parts within a tool which are directly caused by another part or parts which are deemed defective in material and/or workmanship are covered under this policy.
- K. **COMPLETE ASSEMBLY REPLACEMENT:** Complete assembly replacement will not qualify for warranty reimbursement if it can be determined that components of the assembly could have been repaired at reasonable costs. If the cost of repair of an assembly is questionable, a Stanley Service Representative should be contacted prior to replacing the assembly. Examples of assemblies which are repairable in lieu of complete replacement are compactor mass box assemblies, hydraulic motor assemblies, control valves, "V" series valves, breaker feet, impact mechanisms; DS11 water pumps Pin Brazing Guns and equipment.

3. EXCEPTIONS FOR WARRANTY

- A. **OEM HYREVZ MOTORS:** HYREVZ Motors and their related parts designed specifically for ORIGINAL EQUIPMENT MANUFACTURERS (OEM) are warranted for a period of 90 days from the date of sale to the first retail purchaser or for a period of 90 days from the first date of usage, whichever period expires first.
- B. **SEALS & DIAPHRAGMS:** Seals and diaphragms installed in new tools are warranted to be free of defects in material and/or workmanship for a period of 6 months after the date of first usage, or for a period of 2 years from the shipping date from Stanley, whichever period expires first.
- C. **POWER UNITS:** Components of power units manufactured by Stanley are warranted to be free of defects in material and/or workmanship for a period of 1 year from the date of sale to the first retail purchaser, or for a period of 18 months from the shipping date from Stanley, whichever period expires first. (Excludes electrical components noted in E)
- D. **APPLICATION KITS:** Application kits and kit components are warranted to be free of defects in material and/or workmanship for a period of 1 year from the shipping date from Stanley or for a period of 6 months from the date of first usage, whichever period expires first. The priority flow control valve (V30, V60, or V100) is warranted to be free of defects in material and or workmanship for a period of 2 years from the shipping date from Stanley or for a period of 6 months from the date of first usage, whichever period expires first. (See Electrical Components for specific related warranty)
- E. **ELECTRICAL COMPONENTS:** Electrical components are warranted to be free of defects in material and/or workmanship for a period of 90 days. (Sensors, Batteries, Control Modules, Switches, Wiring Pin Brazing components, solenoids, and guns, V series / GT series valve solenoids)
- F. **CUTTING ACCESSORIES:** Cutting accessories such as breaker tool bits, grinding wheels, drill bits, etc. are warranted to be free of defects in material and or workmanship at the time of delivery only.
- G. **COUPLERS:** Flush face, quick couplers are warranted to be free from defects in material or workmanship at the time of delivery.
- H. **Special Tools:** Special Tools are covered for material defects and workmanship for 30 days for factory shipment. Special Tools are non-returnable items.

4. STANLEY'S OBLIGATION: Stanley's obligation under this warranty shall not apply to the following:

- a. **CUTTING ACCESSORIES:** Cutting accessories such as breaker tool bits, grinding wheels, drill bits, etc. Any exception to this paragraph will be at Stanley's option and will only be considered on a prorated basis
- b. **ITEMS PRODUCED BY OTHER MANUFACTURERS:** Components which are not manufactured by Stanley and are warranted by their respective manufacturers.
 - a. Costs incurred to remove a Stanley manufactured component in order to service an item manufactured by other manufacturers.
- c. **ALTERATIONS & MODIFICATIONS:** Alterations or modifications to any tool or part. All obligations under this warranty shall be terminated if the new tool or part is altered or modified in any way.
- d. **HYDRAULIC PRESSURE & FLOW, HEAT, TYPE OF FLUID:** Any failure or performance deficiency attributable to excess hydraulic pressure, excess hydraulic back-pressure, excess hydraulic flow, excessive heat, or incorrect hydraulic fluid. Stanley reserves the right to deny any claim that is submitted where the above reasons are not to specification of the tool and contribute to the failure or deficiency
- e. **REPAIRS OR ALTERATIONS:** Any failure or performance deficiency attributable to repairs by anyone which in Stanley's sole judgment caused or contributed to the failure or deficiency

- f. **MIS-APPLICATION:** Any failure or performance deficiency attributable to mis-application. "Mis-application" is defined as usage of products for which they were not originally intended or usage of products in such a manner which exposes them to abuse or accident, without first obtaining the written consent of Stanley. PERMISSION TO APPLY ANY PRODUCT FOR WHICH IT WAS NOT ORIGINALLY INTENDED CAN ONLY BE OBTAINED FROM STANLEY ENGINEERING.
 - a. **NOTE:** Stanley Hydraulic Tools are marketed throughout the world to manufacturers of original equipment. In order to meet the special requirements of original equipment manufacturers, specific conditions may be applicable toward the operating requirements of the tool(s). In these instances the warranty extended by Stanley, as defined herein, may be subject to conditions as determined to be applicable by Stanley.. In such instances, the warranty extended by Stanley to said manufacturer supersedes the warranty described herein.
- g. **FREIGHT DAMAGE:** Damage caused by improper storage or freight handling.
- h. **LOSS TIME:** Loss of operating time to the user while the tool(s) is out of service.
- i. **IMPROPER OPERATION:** Any failure or performance deficiency attributable to a failure to follow the guidelines and/or procedures as outlined in the tool's operation and maintenance manual.
- j. **MAINTENANCE:** Any failure or performance deficiency attributable to not maintaining the tool(s) in good operating condition as outlined in the Operation and Maintenance Manual.
- k. **SHOP SUPPLIES:** Shop supplies required to complete a warranty repair such as, but not limited to, hydraulic fluids, shop supplies, mechanics tools, diagnostic tools, welding supplies, nitrogen, paint, solvent, tape etc.
- l. **NORMAL WEAR:** any failure or performance deficiency attributable to normal wear and tear such as tool bushings, retaining pins, wear plates, bumpers, retaining rings and plugs, rubber ,nitrogen charges, bushings, recoil springs, etc.
- m. **INCIDENTAL/CONSEQUENTIAL DAMAGES:** To the fullest extent permitted by applicable law, in no event will STANLEY be liable for any incidental, consequential or special damages and/or expenses.
- n. **ADDITIONAL DEALER WARRANTIES:** Stanley shall not be liable for, and the Dealer shall hold harmless from any warranties provided by the Dealer to its customers on behalf of Stanley.
- o. **UNDERWATER APPLICATION:** Stanley shall not be liable for, any failure or performance defect attributed to special under water applications. The warranty does not apply to any incidental expenses or indirect coincidental damages that occur because failure of a part, or assembly that is covered by the warranty. No payment or compensation will be made for expenses such as when tools are used in underwater applications.
- p. **EXPOSURE to NATURAL or CHEMICAL ELEMENTS:** Parts made of cloth, steel, synthetics, rubber, and paint, chrome which are affected by exposure to the elements or chemical influence such as salt or industrial fallout are not covered under the policy.

5. DEALER RESPONSIBILITIES

- A. **WARRANTY REGISTRATION:** IT IS THE RESPONSIBILITY OF THE DEALER TO ASSURE TOOLS PLACED INTO SERVICE, WHETHER SOLD TO A FIRST RETAIL PURCHASER OR NOT, ARE REGISTERED WITH STANLEY WITHIN 30 DAYS OF THE DATE FIRST PLACED INTO SERVICE. Registration of tools is accomplished by completing a WARRANTY REGISTRATION FORM which is furnished with each tool and on our website.

STANLEY ASSUMES NO LIABILITY FOR WARRANTY CLAIMS SUBMITTED FOR WHICH NO TOOL REGISTRATION IS ON RECORD. In the event a warranty claim is submitted and no tool registration is on record, no warranty credit will be issued without first receiving documentation which proves the sale of the tool or the tools' first date of usage. The term "DOCUMENTATION" as used in this paragraph is defined as a bill of sale, or letter of intent from the first retail customer, or letter of intent from the dealer if the tool is used as a demonstration unit or as a rental unit. A WARRANTY REGISTRATION FORM THAT IS NOT ALSO ON RECORD WITH STANLEY WILL NOT BE ACCEPTED AS "DOCUMENTATION".

- B. **SERVICE DEALER CERTIFICATION:** In performing "authorized" warranty service as a dealer representative of STANLEY, the dealer must meet the following requirements.
 - a. Competent factory trained service personnel every two years.
 - b. Hydraulic Tool Test Equipment.
 - c. Adequate special service tools.
 - d. Adequate stocking parts inventory.
 - e. Adequate mechanics tools.
 - f. Adequate shop facilities.
 - g. Maintain account in good standing with STANLEY.

- C. **REPORTING PERIOD:** Any claim for warranty must be submitted electronically on a STANLEY WARRANTY E CLAIM FORM within 45 days of the occurrence. ALL CLAIMS WILL BE SUBMITTED THROUGH THE STANLEY ELECTRONIC CLAIM SUBMITAL PROGRAM. WRITTEN AND FAXED CLAIMS WILL NOT BE ACCEPTED OR ENTERED.
- D. **PARTS RETENTION:** Defective parts are not to be returned to STANLEY unless requested by the Stanley Customer Service Department. All defective parts are to be retained until credit is received, at which time they may be disposed of.
- E. **NON-SELLING DEALER:** As a dealer "authorized" to perform service on Stanley Hydraulic Tools, such dealer is responsible for performing warranty work even if such dealer did not originally sell the equipment.
- F. **FLOW TEST REPORT:** When installing hand held or mounted on carriers other than the Stanley Power Unit the authorized dealer must perform a flow and pressure test and keep this report on file. If this is not performed, and failure is attributed to over pressure/over flow or excessive heat the tool or components will not be covered under this warranty

6. PAYMENT OF CLAIMS

- A. **PAYMENTS:** Payments will be made in the form of account credit. No cash payments will be made.
- B. **PARTS:** Parts will be credited at current net prices.
- C. **LABOR:** Labor will be credited at 75% of the Dealer's approved shop rate. Unless the authorized distributor did not originally sell the tool or product. In this case, the approved authorized service dealer will receive 100% credit at their approved shop rate based on the flat rate labor schedule.
 - a. **FIELD RATES:** Field labor rates are not covered under this policy. Any labor will be credited at the Dealer posted shop rate as described in paragraph V, C above.
 - b. **OVERTIME:** Overtime labor is not covered under this policy.
 - c. **MILEAGE:** Mileage will not be credited for hand held or rail tools. It is the responsibility of the end user or owner of the tool to return the product to the authorized service dealer for warranty consideration.
 - d. **DRIVING TIME:** Labor time for an employee to drive to or from a remote site in order to service equipment which may qualify for warranty is not covered under this policy.

7: PROCEDURES FOR REQUESTING WARRANTY CREDIT

- A. **REQUESTING WARRANTY CREDIT:** All claims for warranty credit must be filed on Stanley Warranty Claim Forms.
 - a. Each claim is to cover only one tool.
 - b. Each claim is to be submitted within **30 working days** of the repair.
 - c. A Stanley invoice number for purchased warranty parts will be provided with or recorded on the claim submittal.
- B. **RETURN OF DAMAGED PARTS:** Damaged parts are not to be returned unless requested by the Stanley Customer Service Department. Damaged parts are to be retained until credit disposition of the claim is received. Parts which are requested for return by the Stanley Customer Service Department are to be returned freight prepaid.
- C. **RETURN OF TOOLS OR PARTS FOR REPAIR:** Returning of tools to be repaired must first be authorized by the Stanley Customer Service Department. Failure to obtain pre-approval will result in the return of the tool(s) at the expense of the sender.
 - a. Freight must be prepaid.
 - b. If no defect is found which qualifies for warranty, the Dealer will be charged for the full extent of the repair.

8: NO ADDITIONAL WARRANTIES OR REPRESENTATIONS

This limited warranty and the obligation of Stanley there under is in lieu of all other warranties, expressed or implied including merchantability or fitness for a particular purpose except for that provided herein. There is no other warranty. This warranty gives the purchaser specific legal rights and other rights may be available which might vary depending upon applicable law.

9: SEVERABILITY OF PROVISIONS

If any provision or part of a provision of this limited warranty shall be, or be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this limited warranty, all of which shall remain in full force and effect