

## **Festool USA LLC Limited Warranty all-inclusive**

Date: 1st January 2021

Festool USA LLC ("Festool") warrants that all new Festool power tools purchased from authorized dealers in the United States will be free from defects in materials and workmanship for a term of 3 years from the date of original retail purchase.

### **Limited Warranty all-inclusive**

Conditions of the Warranty all-inclusive Limited Warranty are as follows:

This warranty applies for 3 years from the date of original retail purchase. Proof of purchase is required. This warranty is void if the tool is not used, operated, repaired and maintained in accordance with the tool's instruction manual.

Excluded from this warranty's coverage are:

1. Accessories and/or attachments, including, but not limited to, saw blades, drill bits, router bits, sanding discs and apparel
2. Tools purchased from outside of the United States
3. Repairs or replacements not performed by an authorized Festool Service Center, outside of routine maintenance as set forth in the instruction manual
4. Parts or components not supplied by Festool or that have been modified
5. Damage caused by misuse, abuse, accident, impact, abnormal wear and tear, improper storage and/or exposure to the elements, or neglect
6. Damage caused by anything other than defects in materials and workmanship
7. Normal adjustments and recommended maintenance as set forth in the tool's instruction manual
8. Damage from the operation of the tool at a voltage or frequency different from the tool's rating, including the use of transformers
9. Damage resulting from the use of any non-FESTOOL accessories or attachments
10. Tools used in high volume industrial applications

Should any failure covered by this Limited Warranty occur, the purchaser must contact Festool through our website, [www.festoolusa.com/service](http://www.festoolusa.com/service) or call 888-337-8600 for authorization and shipping information. Festool, in its sole discretion, may elect to repair, replace or refund the purchase price of any tool covered by this Limited Warranty that is found to be defective, at no cost to the purchaser. Warranty returns will be processed by Festool according to normal work flow and availability of replacement parts and components. Festool will issue a prepaid shipping label for return of the tool to the Festool Service Center and will also return the repaired tool freight prepaid, if the repair or replacement is covered under this Limited Warranty.

FESTOOL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES REGARDLESS OF THE THEORY OF LAW ON WHICH THE CLAIM IS BASED. ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE DURATION OF THREE YEARS.

SOME STATES IN THE U.S. DO NOT ALLOW EXCLUSIONS/LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE IN THE U.S.

With the exception of any warranties implied by state or province law as limited above, the foregoing limited warranty is exclusive and in lieu of all other warranties, guarantees, agreements, and similar obligations of Festool. No agent, representative, distributor, dealer, or employee of Festool has the authority to increase or otherwise modify the obligations or limitations of this warranty.

The personal data which we have received through the registration of your tool for Festool's warranty all-inclusive (incl. invoice-upload) (e.g. first and last name, address) are stored, processed or used exclusively for the handling of the associated services. The legal basis for this is Art. 6 para. 1 lit. b) GDPR. If and insofar as you delete your MyFestool account, we will continue to store your personal data required for the fulfilment of the contract until the warranty expires.

All data is used by Festool and Festool GmbH. In addition, we may transfer the data to TTS Tooltechnic Systems AG & Co. KG. The legal basis for this is our company interest, Art. 6 para. 1 lit. f) GDPR. The data will not be transferred to other third parties or otherwise used for advertising purposes. For further information on data protection, please see [www.festoolusa.com/legal-information/data-protection](http://www.festoolusa.com/legal-information/data-protection)

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