

K2 SUMMIT ENTERPRISE GROUP, LLC

The EZ-Set™ Multi Use Placing Tool

Limited Warranty Program

IMPORTANT: Read this entire Limited Warranty before using any of The EZ-Set™ Products. All products manufactured by K2 Summit Enterprise Group, LLC are herein referred to as the “Product”. K2 Summit Group, LLC, a Minnesota Corporation, herein referred to as the “Manufacturer”, is believed to be reliable if the directions for said products use, maintenance and operating procedures are followed carefully. However, it is impossible to eliminate all risks inherently associated with the use of this product. Risk of failure, including personal injury, dismemberment, injury to property or even death, may result from misuse, abuse or negligent use. Accidental or intentional damage, ordinary wear and tear, violation or omission of standard operating procedures, improper modifications to the product, use by any individual not fully trained and fully authorized and improper training of the operator, all of which are beyond the control of the Manufacturer. All such risks are fully assumable by the purchaser/customer of the Products; herein referred to as “Customer”.

Manufacturer offers a limited warranty (the “Limited Warranty”) to each Customer who is the original purchaser of this product effective for a period of one year (“Limited Warranty Period”) from the date of delivery of the product to the Customer, that the product is free from defects in material or workmanship in normal use and service. Should any product prove not to conform to the foregoing Limited Warranty, the remedies of Customer for any breach of the foregoing Limited Warranty shall be limited to the repair or replacement of the product.

IN NO EVENT SHALL MANUFACTURER’S OBLIGATION PURSUANT TO THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE PAID TO THE MANUFACTURER BY THE CUSTOMER FOR THE PARTICULAR PRODUCT INVOLVED, TO THE EXCLUSION OF ALL OTHER REMEDIES OR LIMITATIONS, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The Limited Warranty, which is Customer’s EXCLUSIVE REMEDY, shall be FURTHER LIMITED as follows:

1. If the defect in material or workmanship is disclosed to the Manufacturer by the Customer within the first 90 days following delivery of the product to the Customer, the Limited Warranty shall be the full cost of the labor and parts to repair or replace the defective Product or component part thereof.
2. If the defect in materials or workmanship is disclosed to the Manufacturer by the Customer prior to the expiration of the Limited Warranty Period but more than ninety (90) days following delivery of the Product, the Limited Warranty shall be the Manufacturer’s cost of the replacement parts (excluding repair labor) required to repair the defective product or component part. Any warranty repair or replacement of Products or defective component parts shall occur at the Manufacturer’s (or authorized service provider’s) place of business. In order to obtain warranty service, the customer must return the defective Product to the Manufacturer within the Warranty Period, together with proof of purchase by customer establishing date of delivery, and unit serial number, with freight charges and applicable costs of repair, if any, prepaid, which Product the Manufacturer shall have determined to its satisfaction, after examination, to have been defective. The Manufacturer shall ship, prepaid, any repaired or replaced Product covered by the Limited Warranty, to the Customer’s facility

located within the continental United States.

3. The Limited Warranty is invalid if the factory applied serial number plate has been altered or removed from the Product. The Limited Warranty does not cover cosmetic damage or damage due to acts of God, accidents, misuse, abuse, neglect, negligent use, accidental or intentional damage, ordinary wear and tear, violation or omission of standard operating procedures, improper maintenance, failure to perform routine and preventative maintenance, alterations, additions, and or modifications to the product, use by any individual not fully trained and fully authorized as an operator, improper training of the operator or repair or attempted repair by anyone other than the Manufacturer or its authorized agents, nor to any Product which is leased or used as rental equipment. The occurrence of any of the foregoing voids the Limited Warranty. This Limited Warranty does not cover Customer instruction and or training.
4. THIS LIMITED WARRANTY PROGRAM IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED OR INFERABLE FROM THE COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER OBLIGATIONS, LIABILITIES, RIGHTS CLAIMS OR REMEDIES, INCLUDING ANY RIGHT IN CONTRACT, TORT, STRICT LIABILITY OR ANY RIGHT ARISING FROM THE MANUFACTURER'S NEGLIGENCE, ACTUAL OR IMPUTED FOR CLARIFICATION ONLY (AND NOT IN ANY WAY TO EXPAND THE FOREGOING EXCLUSIVE REMEDIES): (A) UNDER NO CIRCUMSTANCES WILL THE MANUFACTURER BE LIABLE FOR LOST PROFITS OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE PURCHASE OR USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATIONS, ECONOMIC LOSS, COST OF CAPITAL, CLAIMS OF CUSTOMER FOR FAILURE OF SUPPLY OR LOSS OF USE OR DAMAGE TO PERSONS OR TO OTHER POSSIBILITY OF SUCH DAMAGES: (B) THE TOTAL LIABILITY OF THE MANUFACTURER TO CUSTOMER SHALL NOT EXCEED THE TOTAL PURCHASE PRICE PAID BY THE DISTRIBUTOR TO THE MANUFACTURER FOR THE PARTICULAR PRODUCT INVOLVED: NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR LIMITATIONS WILL BE BINDING UPON THE MANUFACTURER UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF THE MANUFACTURER.

If any term or condition of the Limited Warranty program is in violation of applicable local, state or federal law, this Limited Warranty program shall not be voided in its entirety, but rather, the court, or other appropriate authority having jurisdiction in the matter, shall rewrite and reform the Limited Warranty to the minimum extent required so as to be permitted under applicable law. Any/all legal action, litigation and/or negotiation regarding the product must take place in the County of Hennepin, in the state of Minnesota. All rights reserved. Patent Pending.