



# Limited Warranty

06.05.2012

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## **Warranty - General Information:**

All products manufactured by Clamps Incorporated are warranted to be free from defects in materials and/or workmanship for a period of 30 days from the date of receipt by the original purchaser. If you believe any Clamps Incorporated product you have purchased has a defect in material and/or workmanship, or has failed during normal use within the warranty period, please contact Clamps Incorporated at (800) 837-0141 for assistance. If product repair or replacement is necessary, the Customer will be solely responsible for all shipping charges, freight, and insurance required for transit whether or not the product is covered by this warranty, unless otherwise determined by the factory. All shipments of repaired or replaced products by Clamps Incorporated will be F.O.B. at the Clamps Incorporated factory in Toledo, Ohio 43612 U.S.A., unless otherwise determined by the factory. This warranty is limited to factory defects and excludes items subject to normal wear.

## **Limitation of Warranty:**

This warranty does not apply to any defects resulting from any customer actions, such as mishandling, improper installation, operation outside of design limits, misapplication, improper repair, or unauthorized modifications. No other warranties are expressed or implied. Clamps Incorporated specifically disclaims any implied warranties of merchantability or fitness for a specific purpose. Clamps Incorporated's liability shall be limited to the actual purchase price of any defective product or products to which a claim is made, and shall in no event include the Customer's manufacturing costs, lost profits or goodwill, or any other direct, indirect, special, incidental or consequential damages whether based on contract, tort or customary variances from specifications.

## **Limitation of Damages:**

Clamps Incorporated's products are not intended for personal, family or household use, therefore, this warranty is extended only to commercial and/or industrial users. Products sold by Clamps Incorporated are not designed, intended or authorized for use in applications where the failure of the product could create a situation where catastrophic property damage, personal injury or death may occur. In the event that the Customer purchases or uses any Clamps Incorporated products for any such unintended or unauthorized application, the Customer shall indemnify and hold harmless Clamps Incorporated and its officers, directors, employees, agents, affiliates, successors and assigns against all claims, costs, damages and expenses (including reasonable attorneys and expert witness fees) arising out of or in connection with, directly or indirectly, any claim for property damage, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Clamps Incorporated was negligent regarding the design or manufacture of the subject product. Clamps Incorporated 5960 American Rd. East, Toledo, OH, 43612, U.S.A., Ph / 419.729.2141, Fx / 419.729.5776.

## **Warranty Claim Procedure:**

All warranty claims must be made within forty-five (45) days after receipt by original purchaser. Claims must be in writing and include a representative sample of the defective product, with the proof of purchase. All claims must be mailed to attention of the Warranty Department Clamps Incorporated, 5960 American Road East, Toledo, OH 43612, U.S.A. Clamps Incorporated will promptly advise the user of their findings.

## **If you need additional information or have questions, contact Clamps Incorporated:.**

Our normal hours are 06:00 - 16:30, EST (U.S.A.) Monday through Thursday.

Clamps Incorporated,  
5960 American Road East  
Toledo, OH 43612 U.S.A.,  
Ph / 800.837-0141  
Ph / 419.729.2141  
Fx / 419.729.5776

4 Day Work Week						
M	T	W	T			
Weekend						
3 Day Weekend						