

Terms of the Exclusive Limited Warranty

This Exclusive Limited Warranty (the “Warranty”) is made by Trusted Tool Solutions, LLC (“TTS”) and is given to the end-user (“Purchaser” or “You”) who first purchased a new TTS product (“product”). This Warranty is not transferrable and is subject to the limitations, conditions, exceptions, and exclusions set forth herein.

Exclusive Limited Warranty

TTS warrants that for one (1) year from the date of purchase (**the “Warranty Period”**), new TTS products will substantially comply with TTS’s applicable written specifications and will not fail due to defects in TTS’s material or workmanship.

Conditions to Warranty

This Warranty does not apply, and TTS has no obligations under this Warranty, unless all the following conditions are satisfied:

- You must accept the terms of this Warranty at www.trustedtoolsolutions.com as a condition precedent to Warranty coverage and TTS’s performance obligation.
- You must inspect the product for defects or non-conformities within five (5) days of purchase and before any use or installation.
- The product failure or non-conformity must occur during the Warranty Period and be directly caused by a defect in material or workmanship originating with TTS.
- The product must have been new when purchased and always used as intended and designed, subjected only to normal and reasonable use, and maintained and cared for in conformance with TTS’s instructions for the product.
- The product must have never been subjected to abuse, misuse, neglect, modification, or alteration of any kind, or improper care or maintenance.
- You must follow the step-by-step procedure to make a claim set forth herein.

Exceptions and Exclusions

This Warranty does not cover the following types of claims or damages:

- Claims relating to any product that was subjected to abuse, misuse, neglect, alteration, modification, improper cleaning or maintenance, abnormal physical or thermal stress, abnormal environmental conditions, or conditions beyond the product’s specified tolerances, regardless of the type or cause of the damage or failure that is the subject of the claim.
- Normal wear-and-tear or routine service issues.
- Damage related to unreasonable use or failure to provide reasonable and necessary care and maintenance.
- Damage related to flood, storm, water, natural disaster, or other acts of God.
- Claims relating to any event, cause, or act not within the control of TTS.
- Claims relating to any product that was repaired without TTS’s express approval.
- Damage from accident, vandalism, theft, or other losses covered by insurance.

- Claims relating to any TTS product supplied in fulfillment of a prior warranty claim.
- Damage from using on hand molded cement lined pipes.

Exclusive Remedy

Purchaser agrees that TTS's sole liability and Purchaser's sole and exclusive remedy for any claim arising under or relating to this Warranty shall be for TTS to replace the TTS product with an identical or reasonably equivalent product or repair the product to its original or reasonably equivalent original condition. If TTS is unable to provide a replacement or repair is not commercially practicable, or if Purchaser otherwise accepts, TTS may elect to refund the actual purchase price of the TTS product. The Warranty shall terminate in the event TTS satisfies its obligation to provide the exclusive remedy with respect to a claim; no subsequent claims will be covered.

Step-By-Step Process to Make a Claim

To make a claim, call TTS's customer service line at 937-518-6300 or go to www.trustedtoolsolutions.com. All claims must be made within 5 days of the failure or incident that is the subject of the claim. You must return the product and the original purchase receipt or invoice to TTS. In addition, TTS may request proof of compliance with the Warranty conditions, photographs of product failure or damage, a statement of how the incident occurred, or other materials or information that is reasonably necessary to evaluate Your Warranty claim. TTS customer service will issue a Return Merchandise Authorization ("RMA") reference number and advise You how to best ship the product and requested materials. If the claim is valid and covered, TTS will reimburse all shipping charges. The product, the original purchase receipt, and any other requested materials or information must be delivered to TTS at 4740 Payne Ave., Dayton, OH 45414 within 15 days of first making the claim and must be accompanied by the RMA reference number. Do not return the TTS product to the party from whom it was purchased if other than TTS.

TTS will normally review Your claim within 7 to 10 business days after receiving all requested materials. If the claim is valid, covered by the Warranty, and not subject to any exception or exclusion, TTS will notify and work with You to provide the exclusive remedy set forth herein within a reasonable time. If the claim is not valid or not covered by the Warranty based on the conditions, exceptions, or exclusions set forth herein, TTS will notify You and You will not be reimbursed for the shipping costs incurred in returning the product or other requested materials to TTS.

Disclaimer, Liability Limitation, and Other Exclusions

This Warranty is the sole express warranty provided on TTS products. Other than this Warranty and TTS's written product specifications and instructions, Purchaser agrees that TTS has made no other express warranty, representation, or recommendation as to the product's suitability for any application, use, process, combination with other products or substances, or as to the results, quality, durability, or performance Purchaser may expect or obtain in using the product. Purchaser acknowledges that other parties such as distributors, dealers, or resellers are not authorized to make warranties or representations on behalf of TTS.

Purchaser agrees that **TTS SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES**, or damages for inconvenience, lost use, lost revenue or profits, business interruption, loss of goodwill, commercial damages, third-party or customer claims, or special, punitive, exemplary, or statutory damages, regardless of whether such liability arises from or is based on contract, express or implied warranty, misrepresentation, tort, strict liability, negligence, equity, or any statutory or regulatory obligation. For sales of products purchased for institutional, commercial, or other non-household use, Purchaser agrees that TTS shall have no liability for personal injuries or death and **ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXCLUDED AND DISCLAIMED.**

Notice of Your Legal Rights: This Warranty gives You specific legal rights and You may also have other rights which vary from State to State. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

Other Important Terms

This Warranty constitutes the complete and final agreement and understanding between TTS and Purchaser with respect to the sale of the product and supersedes all prior oral or written communications, statements, representations, agreements, understandings, and assurances between the parties. No representation or statement by TTS or any alleged or actual agent or representative of TTS may modify this Warranty or waive any of its conditions, exceptions, exclusions, limitations, or requirements unless agree to and authorized in writing by a TTS officer or managing member.

If any provision of this Warranty is deemed invalid or contrary to applicable law, such provision shall be reduced or modified to the minimum extent necessary to be valid and compliant so long as consistent with the remainder of the Warranty, or if such reduction or modification is not possible, then the invalid provision shall be deemed severed and deleted from this Warranty and the remainder of the Warranty shall remain valid.

This Warranty shall be interpreted in accordance with the laws of the State of Ohio without regard to the provisions concerning the conflicts of laws. Purchaser agrees that the statute of limitations for any breach of warranty claim shall be one (1) year from the date of claim accrual or such other minimum period allowed by law.

TTS reserves the right to revise the warranty it offers on its products from time to time. This Warranty applies only to the product sold with this Warranty. For the latest warranty information for products offered or sold in the future, please refer to TTS's website: www.trustedtoolsolutions.com. A copy of TTS's warranty can also be obtained by calling 937-518-6300 or writing to 4740 Payne Ave., Dayton, OH 45414.