

FIELD WARRANTY POLICY

STANLEY Drop Hammer

Revised 8/5/24

Stanley Hydraulic Tools (hereafter called “Stanley”) subject to the exceptions contained below, warrants new Cyclone Drop Hammers for a period for a period of 1 year from the date of sale to the first end-user or 18 months from the date of shipment from Stanley’s factory to the authorized distributor, whichever occurs 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. Warrantable claims must be submitted to Stanley electronically within 30 days after the repair. All products must be registered with Stanley when entered into any type of service. This includes rentals and demonstrations.

EXCEPTIONS FROM WARRANTY:

- a. **WEAR ITEMS:** Parts such as seals/O-rings, hoses, lifting lug assembly, fasteners, and rubber or polyurethane components will be covered under limited warranty for a period of 30 days to the first retail purchaser. Stanley will warrant wear items if found to be defective from material and workmanship. This will be determined by Stanley. Stanley will not cover any wear item that is found to be defective due to mis-adjustments, wear, neglect, improper maintenance/operation, or abuse.
- b. **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 the policy, if the claimed part or parts are approved for warranty credit. Freight costs for any part or parts which are not approved for warranty credit will be the responsibility of the individual.
- c. **ITEMS PRODUCED BY OTHER MANUFACTURERS:** Components which are not manufactured by Stanley and are warranted by their respective manufacturers.
 - o Costs incurred to remove a Stanley manufactured component in order to service an item manufactured by other manufacturers.
- d. **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.
- e. **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 bushings, recoil springs, hoses, etc.
- f. **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.

- g. **FREIGHT DAMAGE:** Damage caused by improper storage or freight handling. A claim must be submitted directly to the carrier or transportation company at the time of delivery by the purchaser who is receiving the goods shipped from Stanley.
- 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 the failure to follow the guidelines and/or procedures as outlined in the 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. **HYDRAULIC PRESSURE & FLOW, HEAT, TYPE OR FLUID:** Any failure or performance deficiency attributable to excess hydraulic pressure, excess hydraulic back-pressure, excess hydraulic flow, excessive heat, or incorrect hydraulic fluid.
- l. **REPAIR OR ALTERATIONS:** Any failure or performance deficiency attributable to repairs by anyone, which in Stanley's sole judgment, caused or contributed to the failure of deficiency.
- m. **MISAPPLICATION:** Any failure or performance deficiency attributable to misapplication. "Misapplication" 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.

WARRANTY REGISTRATION:

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. All tools must be registered within 30 days of any in service point. If registration is not submitted within 30 days after the service date Stanley reserves the right to deny or prorate any claim submitted. If registration is not received, Stanley will use the factory invoice to the initial buyer or distributor. This will be used to determine if warranty will be granted.

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 100% of the Dealer's pre-approved shop rate. Stanley reserves the right to pre-approve or reject any rate increases submitted in writing by the dealer.
 - 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 6.C above.
 - b. **OVERTIME:** Overtime labor is not covered under this policy.
- D. **MILEAGE/TRANSPORT:** Mileage/Transport incurred to pick up or transport a tool to the repair location is not covered under the warranty policy. Mileage incurred by a distributor's service vehicle is not covered under this policy.
- E. **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.

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 Technical Service Team. Damaged parts are to be retained until credit disposition of the claim is received. Parts which are requested for return by the Technical Service Team 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 Technical Service Team. 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.

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.

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