

WARRANTY

PROFESSIONAL USE DIAGNOSTIC PRODUCTS

Snap-on Logistics Company or its assigns ("Snap-on") provides the following warranty to customers who purchased the product from an authorized Snap-on distribution channel for use in their profession ("Buyer").

Except as otherwise provided herein, Snap-on warrants the product for twelve (12) months from the date of original purchase against defects in workmanship and materials that prevent their use. Consumable parts are warranted, at the time of sale, against defects in workmanship and materials that prevent their use and are not covered by any other warranty. Consumable parts are goods reasonably expected to be used up or damaged during use, including but not limited to, cables, sensors and batteries. This warranty only extends to the original Buyer and cannot be transferred or assigned. In the event that Buyer fails to make continued payments on the product in accordance with the purchase contract for the product, this warranty will no longer be in effect.

In the event the product fails to give satisfactory service due to a defect in materials or workmanship during the specified warranty period, at its option, Snap-on will repair or replace the product or provide a refund by repaying or crediting Buyer with an amount equal to the purchase price of the product. Repair, replacement or refund shall be at the sole election and expense of Snap-on, and is Buyer's exclusive remedy in place of all other rights and remedies. To obtain warranty service, contact Snap-on, or a Snap-on representative or dealer. Proof of purchase must be provided with all warranty service requests. By repairing or replacing the product, or providing a refund, Snap-on does not waive a claim that the product nevertheless has been subject to abnormal use.

Snap-on does NOT provide any warranty for (i) recalibration; or (ii) product subjected to "abnormal use". "Abnormal use" includes misuse, accident, modification, alteration, unreasonable or improper use, abuse, neglect, lack of maintenance, use in product-related service, or use after the product is significantly worn. Further, this warranty does NOT cover any damage to, or inoperability or improper operation of the product caused by, resulting from or attributable to (1) installation or maintenance; (2) improper installation of software; (3) fire, water, wind, lightning or other natural causes; (4) damage caused by adverse environmental conditions, including without limitation, extreme temperatures, moisture, corrosive elements, dust or other air contaminants, radio frequency interference, electric power failure, power line voltages beyond those specified for the product, unusual physical, electrical or electromagnetic stress and/or any other condition outside of Snap-on's environmental specifications; (5) use of the product in combination or connection with other product, attachments, supplies or consumables not manufactured or distributed by Snap-on; or (6) failure to comply with any applicable federal, state or local regulation, requirement or specification governing emission analyzers and related supplies or consumables. Parts and labor needed to maintain your product and any replacement parts necessary due to normal wear and tear are not covered by this written warranty and are the Buyer's responsibility.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SETS FORTH THE SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SNAP-ON DOES NOT GRANT ANY OTHER PERSON OR ENTITY PERMISSION TO CREATE FOR IT ANY WARRANTY, LIABILITY OR OBLIGATION IN CONNECTION WITH ITS PRODUCTS.

Snap-on and its affiliated companies shall not be liable for any incidental, special or consequential losses, costs or damages incurred by Buyer or others, directly or indirectly arising from the sale, handling or use of the products, or from any other cause with respect to the products or this warranty, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory (including without limitation, lost profits, revenues, anticipated sales, business opportunities, goodwill, or interruption of business or other injury or damage).

To the extent allowed by applicable law, this warranty and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the substantive laws of the State of Wisconsin, without giving effect to the principles of conflicts of law thereof.

Snap-on Diagnostics Warranty Information Center
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