

12 Month WARRANTY for DIAGNOSTIC PRODUCTS

1. Snap-on UK Holdings Limited or its assigns ("Snap-on") provides the following warranty to customers who purchased the product from an authorised Snap-on distribution channel for use in their profession ("Buyer").
2. Except as otherwise provided herein, Snap-on warrants the product for twelve (12) months from the date of original purchase ("Warranty Period") 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. 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.
3. 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 is unable to be used due to a defect in materials or workmanship during the 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 in relation to performance failure of the product. To obtain warranty service, contact Snap-on, or a Snap-on representative or dealer within thirty (30) days from the date when Buyer discovers or ought to have discovered a defect. 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.
4. Snap-on does NOT provide any warranty for (i) recalibration; or (ii) product subjected to "abnormal use". "Abnormal use" includes but is not limited to 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 law regulation, requirement or specification governing emission analyzers and related supplies or consumables. Parts and labour 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.
5. Except where the goods are sold to a person dealing as a Consumer (within the meaning of the Unfair Contract Terms Act 1977) where the statutory rights of such person are not affected by this warranty, 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, negligence or any other tort, strict liability, under statute 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 product.
6. Subject to clause 7, Snap-on and its affiliated companies shall not be liable for any loss of profits or for any incidental, indirect, special or consequential losses, costs, expenses or damages incurred by the 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, under statute 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).
7. Nothing in this warranty shall exclude or limit Snap-on's liability for: (a) fraud or fraudulent misrepresentation on the part of Snap-on; (b) personal injury or death caused by the negligence of Snap-on; (c) or any warranty as to title or quiet possession implied by statute.
8. Nothing in this warranty shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
9. 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 English law. The parties hereby submit to the exclusive jurisdiction of the English Courts.

Snap-on Diagnostics is a trading division of Snap-on UK Holdings Limited and may be contacted at...
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