



Limited Warranty

The Tapco Group, (TTG), A Headwaters Company, warrants that its Tapco Tools® line of products are free from manufacturing defects for a period of One (1) year from the date of purchase subject to the following limitations:

1. TTG shall solely determine whether the product contains a manufacturing defect;
2. The purchaser shall have the burden of establishing to TTG's reasonable satisfaction the date of purchase of the product on which a claim is made unless the product has previously been registered with TTG either on line (at www.TapcoTools.com) or by having returned a completed warranty card to TTG within 90 days of the purchase date.
3. In the event of a claim during the warranty period, TTG, at its sole option, will either (a) repair or replace the warranted product(s) without charge, or (b) if TTG is unable to repair the product in a commercially reasonable fashion and if TTG is unable to replace the product (for example, because it has been discontinued), TTG will refund to the purchaser a sum equal to the actual price paid for the product less reasonable depreciation from the date of purchase to the date of the claim.
4. This warranty excludes any and all shipping charges incurred by TTG in replacing a warranted product;
5. If TTG attempts to repair a defect under this warranty but is unsuccessful, TTG at its sole option may either replace the product or pay a refund to the purchaser as provided above;
6. This warranty will not cover claims for damage to or failure of a warranted product resulting from (a) accidents, misuse, abuse, neglect, shipping, improper storage, (b) usage of the product other than for its intended purpose, and (c) purchaser's failure to reasonably maintain the product;
7. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. THE OBLIGATIONS AND LIABILITIES OF TTG UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH MAY BE APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OF RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.

Some states do not allow limitations on implied warranties or the exclusion or limitation of some kinds of damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Any claim under this warranty must be made in writing and postmarked within 30 days after discovery of the defect to:

Tapco Tools
Attn: Warranty Dept.
29797 Beck Road
Wixom, MI 48393

TTG must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the purchaser or others make any repairs to the product. The purchaser's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for repairs or other work done by third parties.

This warranty is effective February 24, 2014 and supersedes all previously published versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.