

Warranty Information

ITW warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under ITW. ITW further warrants that for ITW's stated shelf life for the Products (the "Warranty Period"), under normal use and given proper installation and maintenance as determined by ITW, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship.

ITW's warranty is only valid if the Products were transported, stored, handled and used in accordance with the ITW's user guides and/or technical data sheets and other industry-accepted best practices for the Products. ITW's warranty shall be null and void in the event other materials or equipment used in association with the Products negatively impacts or impairs the Products or the Product's performance.

Purchasers must maintain documentation that can be provided to ITW if necessary to verify that these conditions have been met. In some cases, the end user will work with a distributor to submit a warranty claim.

In the event of a breach of the warranties set forth above (the "Warranties"), ITW's sole liability and Purchaser's sole remedy will be (at ITW's option), for ITW to repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period ITW is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) ITW is given a reasonable opportunity to investigate all claims; and (iii) ITW's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installment, unauthorized alteration or repair or improper testing.

No Products may be returned to ITW until inspection and approval by ITW. EXCEPT AS SET FORTH ABOVE, ITW MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).