



Warranty

Tomboy Tools Inc. warrants to the purchaser a lifetime warranty that its tools are free from defects in material and workmanship with the exception of the following tools that carry a limited warranty. Tomboy Tools Inc. warrants the purchaser a one (1) year, limited warranty from the date of purchase on the laser level/ stud finder, compressor, paint brushes, knee pads, mini sander, safety glasses, gloves, drill bits, digital tire gauge and flashlight. Tomboy Tools warrants the purchaser a two (2) year warranty from the date of purchase for the cordless drill. Cutting tools and abrasives are not warranted against normal wear. It is a condition precedent to recovery on any express warranty contained herein that the owner complies with all assembly, operating, intended use and maintenance instructions. Tomboy Tools, Inc. shall not be responsible for damage caused by incorrect assembly, accident, abuse, and failure to provide necessary maintenance or alteration of its tools.

In the event that the owner discovers or should have discovered a defect from which it is reasonable to conclude that damage, either personal, property, or economic may result then the owner's continued use of the tools shall constitute an assumption of the risk by the owner and a bar to any recovery for breach of any express warranty.

IN THE EVENT OF A DEFECT, MALFUNCTION OR OTHER FAILURE OF ANY TOOL NOT CAUSED BY INCORRECT ASSEMBLY, ACCIDENT, ABUSE, FAILURE TO PROVIDE NECESSARY MAINTENANCE, OR ALTERATION OF THE TOOL, TOMBOY TOOLS INC. IF AFTER A REASONABLE NUMBER OF ATTEMPTS BY TOMBOY TOOLS INC. TO REMEDY THE DEFECT, MALFUNCTION OR OTHER FAILURE AND THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THEN THE OWNER IS ENTITLED TO ELECT A REFUND OR REPLACEMENT WITHOUT CHARGE.

All requests for warranty service must be directed to Tomboy Tools Inc. 2650 W. 6th Avenue, Bldg. E, Denver, Colorado 80204 USA, (303) 722-1003, by fax (303) 295-2797 or email info@tomboytools.com

Tools returned to Tomboy Tools Inc. must have a return merchandise authorization number and be returned to the address provided to the owner by Tomboy Tools Inc.

Proof of purchase is required when requesting warranty service. The owner must present a sales receipt or other documentation, which establishes the date of original purchase. The cost of shipping the part or tool to Tomboy Tools Inc. is at the expense of the owner. Tomboy Tools Inc. will pay the cost of shipping replacement parts or tools. The warranty does not apply to defects caused by modification, alteration, repair or service of the tool by anyone not authorized by Tomboy Tools Inc.

THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF TIME AN IMPLIED WARRANTY WILL LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL TOMBOY TOOLS INC. BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU THE SPECIAL LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the date of transaction. If you cancel, you must make available to Tomboy Tools Inc. any goods delivered to you under the terms of this sale, in substantially as good condition as when received. If you wish, you may comply with Tomboy Tools' instructions regarding the return shipment of products at the seller's expense and risk. If you do make the products available to Tomboy Tools and Tomboy Tools does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the products without further obligation. If you fail to make the products available to Tomboy Tools, or if you agree to return the products to Tomboy Tools and fail to do so, then you remain liable for the performance of all your obligations under the terms of this sale. To cancel this transaction, please call your Home Consultant within three business days of the date of purchase.