

MIRKA WARRANTY POLICY
(EFFECTIVE: December 1, 2010)

Warranty

Mirka Abrasives, Inc. (“Mirka”) warrants that the following Mirka products will be free from defects in material or workmanship from the date of purchase for the time period indicated:

- a. CEROS electric tools: 3 years
- b. Pneumatic tools: 1 year
- c. All other tools and products: 1 year

Terms and Conditions

The purchase of any Mirka product will constitute and be deemed to be acceptance of and agreement to the Mirka Warranty Policy (“Policy”) by the purchaser.

The Policy shall not apply to:

- Normal wear and tear; or
- Product failure or damages caused by:
 - Subsequent modification of the Mirka product;
 - Repairs attempted or made on the Mirka product other than by Mirka;
 - Misuse, abuse or neglect;
 - Failure to follow any applicable instructions for the Mirka product; or
 - Anything other than defects in material or workmanship.

Mirka’s sole obligation under this Policy shall be, at Mirka’s option, to: (1) repair or replace any Mirka product that is defective in material or workmanship; or (b) refund the purchase price of the Mirka product that is defective in material or workmanship.

The user is responsible for determining whether the Mirka product is fit for a particular purpose and suitable for the user’s application.

No agent, representative, employee, distributor or dealer of Mirka is authorized to modify this Policy or to issue any warranty regarding any Mirka products.

Any civil action against Mirka relating to or arising out of the sale of Mirka products shall be commenced within one (1) year of the date the cause of action accrued or otherwise the cause of action shall be barred.

Disclaimer

EXCEPT FOR THE PROVISIONS OF THIS “WARRANTY,” MIRKA EXPRESSLY DISCLAIMS ALL GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE.

Limitation on Liability

MIRKA’S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM ANY BREACH OR DEFAULT BY MIRKA IN CONNECTION WITH THE SALE OF MIRKA PRODUCTS HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE THEREOF, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY) OR OTHERWISE.

IN NO EVENT SHALL MIRKA BE LIABLE FOR LOSS OR DAMAGE ARISING FROM THE MIRKA PRODUCT, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING, WITHOUT LIMITATION, WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

