

Festool Canada Inc. Limited Warranty all-inclusive

Date: 1st January 2021

Festool Canada Inc. ("**Festool**") warrants that, subject to the terms of this limited warranty (the "**Warranty all-inclusive**"), all new Festool power tools purchased from **Festool Canada Inc.** or authorized dealers in Canada (each, a "**tool**") (a) will be free from defects in materials and workmanship, and (b) are eligible for reasonable servicing, in each case for a term of one (1) year from the date of original retail purchase (the "**purchase date**"). By registering a new tool online with Festool within 30 days of purchase such warranty will be extended for two (2) additional years, for a total of three (3) years from the purchase date. Tools can be registered online at: www.festoolcanada.com/register.

This Warranty all-inclusive is void if the tool is not used, operated, repaired and maintained in accordance with the tool's instruction manual. Excluded from this Warranty all-inclusive's coverage are:

1. Accessories and/or attachments, including, but not limited to, saw blades, drill bits, router bits, sanding discs and apparel;
2. Tools purchased from outside of Canada;
3. Repairs or replacements not properly performed in accordance with the tool's instruction manual;
4. Parts or components not supplied by Festool or that have been modified;
5. Damage caused by misuse, abuse, accident, impact, abnormal wear and tear, improper storage and/or exposure to the elements, or neglect;
6. Damage caused by anything other than defects in materials and workmanship;
7. Normal adjustments and recommended maintenance as set forth in the tool's instruction manual;
8. Damage from the operation of the tool at a voltage or frequency; and different from the tool's rating, including the use of transformers

Should any failure covered by this Warranty all-inclusive occur, the purchaser must submit a repair online at www.festoolcanada.com/myfestool for authorization and shipping information. To access the online repair form the purchaser needs to register for a MyFestool account and log onto the MyFestool portal. Proof of purchase is required. Festool, in its sole discretion, may elect to repair, replace or refund the purchase price of any tool covered by the terms and conditions of this Warranty all-inclusive at no cost to the purchaser. Warranty returns will be processed by Festool according to normal work flow and availability of replacement parts and components. If the repair or replacement is covered under this Warranty all-inclusive, Festool will issue a prepaid shipping label for return of the tool to the Festool Service Center and will also return the repaired tool freight prepaid.

Not applicable to the residents of Quebec to which the Quebec Consumer Protection Act applies. FESTOOL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES REGARDLESS OF THE THEORY OF LAW ON WHICH THE CLAIM IS BASED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES AND CONDITIONS IMPLIED BY APPLICABLE LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE DURATION OF THREE YEARS. With the exception of any warranties implied by applicable law, the foregoing warranty expressly set out in this Warranty all-inclusive is exclusive and in lieu of all other warranties, conditions, guarantees, agreements, and similar obligations. No agent, representative, distributor, dealer, or employee of Festool has the authority to increase or otherwise modify the obligations or limitation of this Warranty all-inclusive.

*For purposes of this Warranty all-inclusive, "**power tools**" are defined as any Festool branded product that bears a serial number S.Nr. or M.Nr.*

The personal data which we have received through the registration of your tool for Festool's warranty all-inclusive (incl. invoice-upload) (e.g. first and last name, address) are stored, processed or used exclusively for the handling of the associated services. The legal basis for this is Art. 6 para. 1 lit. b) GDPR. If and insofar as you delete your MyFestool account, we will continue to store your personal data required for the fulfilment of the contract until the warranty expires.

All data is used by Festool and Festool GmbH. In addition, we may transfer the data to TTS Tooltechnic Systems AG & Co. KG. The legal basis for this is our company interest, Art. 6 para. 1 lit. f) GDPR. The data will not be transferred to other third parties or otherwise used for advertising purposes. For further information on data protection, please see www.festoolcanada.com/legal-information/data-protection

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