

FIELD WARRANTY POLICY

MAXFORCE & MB156 Through MBX15 Models of Mounted Breakers

Effective January 1, 2012

I LIMITED WARRANTY

Stanley Black and Decker Mounted Breakers(hereinafter called "SBD"), subject to the exceptions contained below, warrants new mounted hydraulic breakers for a period of 2 years from the date of sale to the first end-user or 18 months from the date of shipment from the SBD factory to the authorized distributor, whichever occurs first to be free of defects in material and/or workmanship at the time of delivery, and will, at its option, repair or replace any tool or part of a tool, or new part, which is found upon examination by a SBD authorized service outlet or by SBD's factory in Milwaukie, Oregon to be **DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP**. See section for III limitations and specific warranty coverage.

All breakers must be registered at the time of sale to the end-user by the selling distributor.

If warranty registration is not on file or received by SBD we reserve the right to not warrant the product,

OEM, Direct Factory Sales and Rental Breakers: SBD breakers produced for OEMs and Rental Companies or direct sales from SBD are covered under this policy for 2 years from the shipment date from the SBD factory.

Mounted Breakers delivered and shipped to SBD Authorized Distributors, OEMs, Rental and end-users prior to January 1st, 2012 are not covered under this policy. They are covered under the previous published policy January 15, 2011.MBEXS breaker models are not covered under this policy.

All parts replaced under warranty will be considered as part of the original product and any warranty on those parts will expire coincident with the original product warranty.

II DEALER WARRANTY DETAIL INFORMATION

A. FLAT RATES: Labor allowance tables are provided which establish times allowed for diagnostics, disassembly, and re-assembly for tools and given repair situations.

B. DECALS: In the interest of safety, replacement of safety decals which are damaged as a direct result of a failure or as a direct result of repairing a failure, providing the failure qualifies for warranty, are covered under this policy.

C. FREIGHT COSTS: Freight costs to return parts to SBD, if requested by SBD for the purpose of evaluating a warranty claim for warranty credit, are covered under this policy if the claimed part or parts are approved for warranty credit. Freight costs for any part or parts which are not approved for warranty credit will be the responsibility of the dealer.

1. Reimbursement of freight costs must be obtained by submitting a copy of the freight bill.

2. Freight costs to obtain parts for the purpose of a warranty repair are not covered by this policy.

D. NEW PARTS: New parts which are obtained individually are warranted, subject to the exceptions herein, to be free of defects in material and/or workmanship at the time of delivery and for a period of 6 months after the date of first usage. Seals and diaphragms are warranted to be free of defects in material and/or workmanship at the time of delivery. Warranty for new parts is limited to replacement of defective parts only. Labor is not covered. New parts warranty does not apply to seals once installed in a tool that has exceeded the initial 6 month seal warranty.

E. GENUINE PARTS: SBD shall not be liable for, warranty repairs and reimbursement for parts for such repairs where genuine SBD parts have not been purchased or obtained through the Stanley parts network by the repairing service distributor.

F. REMANUFACTURED TOOLS & PARTS: Stanley rebuilt or remanufactured parts and tools are warranted for a period of 6 months on parts, 30 days on labor from the date of shipment from the factory on whole tools only. Obsolete and discontinued tools and parts will not be covered under this policy. Extended warranty does not apply to refurbished or rebuilt breakers and equipment. Warranty begins upon invoice from SBD.

G. RENTAL & DEMONSTRATOR TOOLS: Warranty for rental and demonstration tools commences when those tools are shipped from the SBD factory to the rental dealer.

Dealer demonstration equipment, or any other usage. Prior to sale to the first retail purchaser and continues for a period not to exceed one year. If such tools are sold to a "first retail purchaser" before expiration of the 2 year warranty, the tools are covered for the remaining period of warranty. All other conditions of warranty described herein apply, where applicable.

H. RELATED DAMAGES: Damages to parts within a tool which are directly caused by another part or parts which are deemed defective in material and/or workmanship are covered under this policy.

I. COMPLETE ASSEMBLY REPLACEMENT: Complete assembly replacement will not qualify for warranty reimbursement if it can be determined that components of the assembly could have been repaired at reasonable costs. If the cost of repair of an assembly is questionable, a Stanley Service Representative should be contacted prior to replacing the assembly. Examples of assemblies which are repairable in lieu of complete replacement are compactor mass box assemblies, hydraulic motor assemblies, and breaker power cells.

III EXCEPTIONS FROM WARRANTY

A. SEALS & DIAPHRAGMS: Seals and diaphragms installed in new tools are warranted to be free of defects in material and/or workmanship for a period of 6 months after the date of first usage, or for a period of 1 year from the shipping date from SBD, whichever period expires first.

B. APPLICATION KITS: Application kits and kit components are warranted to be free of defects in material and/or workmanship for a period of 1 year from the shipping date from SBD or for a period of 90 days from the date of first usage, whichever period expires first. The priority flow control valve (V30, V60, V65 or V100) is warranted to be free of defects in material and/or workmanship for a period of 2 years from the shipping date from Stanley or for a period of 90 days from the date of first usage, whichever period expires first.

C. ELECTRICAL COMPONENTS: Electrical components are warranted to be free of defects in material and/or workmanship for a period of 60 days.

D. COUPLERS. Flush face, quick couplers are warranted to be free of defects in material and/or workmanship at the time of delivery only.

E. AUTO LUBE AND RELATED COMPONENTS: Auto lube and components of the auto lube system are to be free of defects in material and/or workmanship for a period of **30 days** from the date of purchase.

G. STANLEY Black & Deckers OBLIGATION: SBD's obligation under this warranty shall not apply to the following:

1. Wear Item and ACCESSORIES: Cutting accessories such as breaker tool bits and tamping pads, (any exception's) to this paragraph will be at SBD's option and will only be considered on a prorated basis. Tool bits will not be considered for any warranty after two months of operation from the date of delivery to the end user. Tool bit failure related to pry overheating and misuse will not be covered by this warranty. Refer to the operators and service manual for designation of failure types. Retainer pins, rubber bumpers and pads are covered under the workmanship and materials policy. Abuse, wear and improper application to wear items will not be covered under this warranty.

2. ITEMS PRODUCED BY OTHER MANUFACTURERS: Components which are not manufactured by Stanley and are warranted by their respective manufacturers.

- a. Costs incurred to remove a Stanley manufactured component in order to service an item manufactured by other manufacturers.

3. ALTERATIONS & MODIFICATIONS: Alterations or modifications to any tool or part. All obligations under this warranty shall be terminated if the new tool or part is altered or modified in any way.

4. HYDRAULIC PRESSURE & FLOW, HEAT, TYPE OF FLUID: Any failure or performance deficiency attributable to excess hydraulic pressure, excess hydraulic back-pressure, excess hydraulic flow, excessive heat, or incorrect hydraulic fluid. SBD reserves the right to deny any claim that is submitted where the above reasons are not to specification of the tool and contribute to the cause for failure. The use of biodegradable oils or lubricants is not sanctioned and any failures when using these in mounted breaker operation the warranty will void. Contact Stanley service for acceptable oils and lubes.

5. REPAIRS OR ALTERATIONS: Any failure or performance deficiency attributable to repairs by anyone which in Stanley's sole judgment caused or contributed to the failure or deficiency.

6. MIS-APPLICATION: Any failure or performance deficiency attributable to mis-application. "Mis-application" is defined as usage of products for which they were not originally intended or usage of products in such a manner which exposes them to abuse or accident, without first obtaining the written consent of Stanley. PERMISSION TO APPLY ANY PRODUCT FOR WHICH IT WAS NOT ORIGINALLY INTENDED CAN ONLY BE OBTAINED FROM STANLEY ENGINEERING.

NOTE: SBD Hydraulic Tools are marketed throughout the world to manufacturers of original equipment. In order to meet the special requirements of original equipment manufacturers, specific conditions may be applicable toward the operating requirements of the tool(s). In these instances the warranty extended by Stanley, as defined herein, may be subject to conditions as determined to be applicable by Stanley. In such instances, the warranty extended by Stanley to said manufacturer supersedes the warranty described herein.

7. FREIGHT DAMAGE: Damage caused by improper storage or freight handling.

8. LOSS TIME: Loss of operating time/rental to the user while the tool(s) is out of service.

9. IMPROPER OPERATION: Any failure or performance deficiency attributable to a failure to follow the guidelines and/or procedures as outlined in the tool's operation and maintenance manual.

10. MAINTENANCE: Any failure or performance deficiency attributable to not maintaining the tool(s) in good operating condition as outlined in the Operation and Maintenance Manual.

11. SHOP SUPPLIES: Shop supplies required to complete a warranty repair such as, but not limited to, hydraulic fluids, shop supplies, mechanics tools, diagnostic tools, welding supplies, paint, etc.

12. NORMAL WEAR: any failure or performance deficiency attributable to normal wear and tear such as tool bushings, retaining pins, wear plates, couplers, bumpers, retaining rings and plugs, rubber bushings, recoil springs, and shock mounts etc.

13. INCIDENTAL/CONSEQUENTIAL DAMAGES: To the fullest extent permitted by applicable law, in no event will SBD be liable for any incidental, consequential or special damages and/or expenses.

14. ADDITIONAL DEALER WARRANTIES: SBD shall not be liable for, and the Dealer shall hold harmless from any warranties provided by the Dealer to its customers on behalf of SBD.

15. UNDERWATER APPLICATION: SBD shall not be liable for, any failure or performance defect attributed to special underwater applications. The warranty does not apply to any incidental expenses or indirect consequential damages that occur because failure of a part, or assembly that is covered by the warranty. No payment or other compensation will be made for expenses such as the following when tools are used in underwater applications.

16. Exposure to Natural or Chemical Elements: Parts made of cloth, steel, synthetics, rubber, paint, chrome which affected by exposure to elements or chemical influence such as salt or industrial fallout are not covered under the policy

NO ADDITIONAL WARRANTIES OR REPRESENTATIONS

This limited warranty and the obligation of Stanley there under is in lieu of all other warranties, expressed or implied including merchantability or fitness for a particular purpose except for that provided herein. There is no other warranty. This warranty gives the purchaser specific legal rights and other rights may be available which might vary depending upon applicable law.

SEVERABILITY OF PROVISIONS

If any provision or part of a provision of this limited warranty shall be, or be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this limited warranty, all of which shall remain in full force and effect.

IV DEALER RESPONSIBILITIES

A. WARRANTY REGISTRATION: IT IS THE RESPONSIBILITY OF THE DEALER TO ASSURE TOOLS PLACED INTO SERVICE, WHETHER SOLD TO A FIRST RETAIL PURCHASER OR NOT, ARE REGISTERED WITH STANLEY WITHIN 30 DAYS OF THE DATE FIRST PLACED INTO SERVICE. Registration of tools is accomplished by completing a WARRANTY REGISTRATION FORM which is .

S STANLEY ASSUMES NO LIABILITY FOR WARRANTY CLAIMS SUBMITTED FOR WHICH NO TOOL REGISTRATION IS ON RECORD. In the event a warranty claim is submitted and no tool registration is on record, no warranty credit will be issued without first receiving documentation which proves the sale of the tool or the tools' first date of usage. The term "DOCUMENTATION" as used in this paragraph is defined as a bill of sale, or letter of intent from the first retail customer, or letter of intent from the dealer if the tool is used as a demonstration unit or as a rental unit. A WARRANTY REGISTRATION FORM THAT IS NOT ALSO ON RECORD WITH STANLEY WILL NOT BE ACCEPTED AS "DOCUMENTATION".

B. DEALER CERTIFICATION: In performing "authorized" warranty service as a dealer representative of STANLEY, the dealer must meet the following requirements.

1. Competent factory trained service personnel.
2. Hydraulic Tool Test Equipment.
3. Adequate special service tools.
4. Adequate parts inventory.
5. Adequate mechanics tools.
6. Adequate shop facilities.
7. Maintain account in good standing with STANLEY.

C. REPORTING PERIOD: Any claim for warranty must be submitted electronically on a STANLEY WARRANTY CLAIM FORM within 15 days of the occurrence.

D: PARTS RETENTION: Defective parts are not to be returned to STANLEY unless requested by the Stanley Customer Service Department. All defective parts are to be retained until credit is received, at which time they may be disposed of.

E. NON-SELLING DEALER: As a dealer "authorized" to perform service on Stanley Hydraulic Tools, such dealer is responsible for performing warranty work even if such dealer did not originally sell the equipment. WARRANTY/POL_2/8-96 re01/15/2009 5

F. FLOW TEST REPORT: When installing Stanley mounted equipment the authorized dealer must perform a flow test and keep this report on file. If this is not performed, a Stanley Service Representative at the cost of the Dealer or end user will perform this test.

V PAYMENT OF CLAIMS

A. PAYMENTS: Payments will be made in the form of account credit. No cash payments will be made.

B. PARTS: Parts will be credited at current net prices.

C. LABOR: Labor will be credited at 100% of the Dealer's pre-approved shop rate. Stanley reserves the right to pre-approve or reject any rate increases submitted in writing by the dealer.

1. FIELD RATES: Field labor rates are not covered under this policy. Any labor will be credited at the Dealer posted shop rate as described in paragraph V,C above.

2. OVERTIME: Overtime labor is not covered under this policy.

3. MILEAGE/TRANSPORT: Mileage/Transport incurred to pick up or transport a tool to the repair location is not covered under the warranty policy. Mileage incurred by a distributor's service vehicle is not covered under this policy.

4. DRIVING TIME: Labor time for an employee to drive to or from a remote site in order to service equipment which may qualify for warranty is not covered under this policy.

VI PROCEDURES FOR REQUESTING WARRANTY CREDIT

A. REQUESTING WARRANTY CREDIT: All claims for warranty credit must be filed on Stanley Warranty Claim Forms.

1. Each claim is to cover only one tool.

2. Each claim is to be submitted within **15 working days** of the repair.

3. A Stanley invoice number for purchased warranty parts will be provided with or recorded on the claim submittal.

B. RETURN OF DAMAGED PARTS: Damaged parts are not to be returned unless requested by the Stanley Customer Service Department. Damaged parts are to be retained until credit disposition of the claim is received. Parts which are requested for return by the Stanley Customer Service Department are to be returned freight prepaid.

1. Freight costs to return parts to Stanley which have been requested by the Stanley Customer Service Department may be reimbursed by submitting a copy of the freight bill and referencing the original warranty claim number filed. The provisions previously mentioned in paragraph II, D above apply. WARRANTY/POL_2/8-

96 re01/15/2009 6

C. RETURN OF TOOLS OR PARTS FOR REPAIR: Returning of tools to be repaired must first be authorized by the Stanley Customer Service Department. Failure to obtain pre-approval will result in the return of the tool(s) at the expense of the sender.

1. Freight must be prepaid.
2. If no defect is found which qualifies for warranty, the Dealer will be charged for the full extent of the repair.
3. Freight costs to return the tool or part to the Dealer will be charged to the Dealer whether or not there is any qualifying warranty.
4. Repairs will be conducted in the order they are received.

VII NO ADDITIONAL WARRANTIES OR REPRESENTATIONS

This limited warranty and the obligation of Stanley there under is in lieu of all other warranties, expressed or implied including merchantability or fitness for a particular purpose except for that provided herein. There is no other warranty. This warranty gives the purchaser specific legal rights and other rights may be available which might vary depending upon applicable law.

VIII SEVERABILITY OF PROVISIONS

If any provision or part of a provision of this limited warranty shall be, or be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this limited warranty, all of which shall remain in full force and effect.