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# OLFA® LIMITED LIFETIME WARRANTY

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# LIMITED LIFETIME WARRANTY ON SPECIALTY CUTTERS, ROTARY CUTTERS, UTILITY KNIVES, AND ART KNIVES

Invest in products you can rely on with OLFA. We're proud of our craftsmanship and precision manufacturing, so we offer a limited lifetime warranty to original purchasers of participating products. As the original purchaser of an OLFA product, you can continue to take on work, craft or DIY projects for a lifetime.

This limited lifetime warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

#### WHO MAY USE THIS WARRANTY?

OLFA extends this limited warranty only to the customers who originally purchased OLFA's specialty cutters, rotary cutters, utility knives, or art knives (collectively, the "Goods"). It does not apply to any subsequent owners or other users or transferee of

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the Goods.

#### WHAT DOES THIS WARRANTY COVER?

This limited lifetime warranty covers significant defects in material and workmanship from the date of purchase.

#### WHAT DOES THIS WARRANTY NOT COVER?

This warranty does not apply to the following products:

- 1. OLFA TouchKnife®, scissors, cutting mats, rulers or multi-purpose scrapers
- 2. All styles and models of replacement blades
- 3. Any products that are damaged, repaired, altered, tampered, reworked, or improperly used or stored

### WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective Good, we will, in our sole discretion, either replace such Good free of charge, or refund the purchase price of such Good. Don't hesitate to contact us online (https://olfa.com/pages/contact) or call us at 833-663-6532 and press Option 1 to learn more about your warranty or to submit a warranty claim.

OLFA may, at its sole discretion and option, require you to return the allegedly defective Goods or part thereof to inspect the Goods and determine the existence of any defect.

#### LIMITED WARRANTY

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This limited warranty applies exclusively to specialty cutters, rotary cutters, utility knives, and art knives. OLFA WARRANTS THAT THE GOODS WILL BE FREE FROM SIGNIFICANT DEFECTS IN MATERIAL AND WORKMANSHIP FROM THE DATE OF PURCHASE. TO THE EXTENT NOT PROHIBITED BY LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

#### LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR BRACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL OLFA'S LIABILITY EXCEED, UNDER ANY THEORY OR CAUSE OF ACTION, THE PURCHASE PRICE ACTUALLY PAID BY YOU FOR THE DEFECTIVE GOODS THAT CAUSED THE DAMAGE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OLFA OR ITS RESPECTIVE SHAREHOLDERS, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR OLFA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **ASSUMPTION OF RISK**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY ARISING FROM THE SALE OR USE OF THE GOODS AND FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS.

#### WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

If you believe that we have not performed our obligations under this limited warranty, please send a written notice to OLFA at OLFA North America Inc., 2115 South Service Road W., Box 3, Oakville, Ontario, Canada L6L-5W2 or OLFA U.S.A. Inc., PO Box 10789, Terre Haute, Indiana, USA 47801, Attention to Customer Service, so that you and OLFA can first attempt in good faith to resolve any dispute by negotiation and consultation between themselves. In the event that the dispute is not resolved on an informal basis within 90 calendar days since you deliver a written notice to us, either party may commence and the dispute shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures (the "Commercial Rules"). The award rendered by the arbitrator shall be final, non-reviewable, and nonappealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed by the parties within 20 days of receipt by the respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with the Commercial Rules. The place of arbitration shall be Chicago, Illinois, and the arbitration shall be conducted and the award shall be rendered in the English language. Except as may be required by law, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties..

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