

Limited Warranty for Hawkeye® Borescopes

Limited Warranty: Gradient Lens Corporation® (“we or us”) warrants to any retail purchaser that the Hawkeye® borescope will be free of defects in materials and workmanship for one (1) year from the date it is first purchased by a retail purchaser. A retail purchaser is any person or entity, not a registered Hawkeye Reseller purchasing the product for resale, who or which first purchases the product from us or an Authorized Hawkeye Reseller.

Obligation: If a Hawkeye borescope is defective, we will either repair or replace, at our option, the defective borescope. If repair or replacement with an equivalent borescope is not practical within a reasonable period of time, we will refund the purchase price.

Exclusions from Warranty: This warranty does not apply to:

1. Conditions resulting from the product being altered, abused, misused, damaged by accident or negligence; being repaired without our authorization; or not being maintained properly in accordance with written instructions provided with the product.
2. Conditions resulting from ordinary wear and tear.
3. Conditions resulting from materials or alterations provided by the purchaser.
4. Conditions resulting from improper use or installation by the purchaser or anyone else outside of our control. In particular, damage caused by bending or denting of the stainless steel imaging tube or mechanical shock, such as dropping or striking the borescope, is NOT COVERED under our Limited Warranty.
5. *Optical glass will break if dropped, bent, clamped or mishandled.* Broken optics and damaged mirror surfaces are NOT COVERED under our Limited Warranty.

Implied Warranties and Duration: THIS WARRANTY IS IN LIEU OF ALL OTHER IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The duration of any implied warranty is limited to the duration of the limited warranty. Some states do not allow limitations on implied warranties or the duration of implied warranties, so the above limitations or exclusions may not apply to you.

Exclusion of Incidental and Consequential Damages: WE ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above statement may not apply to you.

Other Legal Rights: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

What To Do If You Have a Warranty Claim: If you have a warranty claim, first contact us at (585) 235-2620 and provide us with the requested information, so that we may issue a Return Materials Authorization (RMA) number. Send your Hawkeye borescope, postage paid and insured, along with a copy of the sales receipt showing when the product was first sold to a retail purchaser, to Gradient Lens Corporation, 207 Tremont Street, Rochester, NY 14608 unless an alternate address is provided along with the RMA number. Be sure to include the RMA number clearly on the outside of the box and in any future correspondence related to this claim. We will perform our warranty obligations within a reasonable time after the product arrives at our shop.

Repairs: If, as a result of conditions excluded from our warranty, damage to the borescope has occurred and the borescope can be repaired, then we will offer to repair the borescope according to our then current repair practices and prices. If we find your Hawkeye borescope is beyond repair, we will allow you to purchase a replacement unit from us at a 20% discount from the current list price of an equivalent Hawkeye borescope.