

# WARRANTY

## MTD LLC

### LIMITED WARRANTY FOR DeWALT® BRANDED HANDHELD PRODUCT

#### Limited Warranty

The limited warranty set forth herein is given by MTD LLC to the Initial Purchaser (as defined herein) with respect to new DeWALT branded hand held product ("Product"). This limited warranty does not cover Emission Control Systems and is not a Federal Emission Control Warranty Statement as defined by U.S. federal law. Please refer to the Federal Emission Control Warranty Statement in the operator's manual for warranties covering Emission Control Systems.

#### Scope Of The Limited Warranty

MTD LLC offers a limited warranty to the Initial Purchaser for residential or otherwise non-commercial use of the Product: subject to the Exclusions defined herein, during the Warranty Period (defined herein). The "Initial Purchaser" is the first person to purchase the Product from an authorized DeWALT branded product dealer, distributor and/or retailer (each a "Retailer"). Except as otherwise set forth herein, the limited warranty period for this new Product purchased by the Initial Purchaser is **three (3) years** from the date of purchase as shown on the original sales receipt for the Product ("Warranty Period").

#### Defects In Workmanship Or Materials

Subject to the Exclusions, the Product is warranted to be free from manufacturing defects in either workmanship or materials for the Warranty Period. During the Warranty Period, MTD LLC will, at its option, either repair or replace any original part that is covered by this limited warranty and is determined to be defective in workmanship or material.

#### To Qualify For This Limited Warranty, The Product:

1. Must have been purchased from an authorized DeWALT branded product Retailer.
2. Must have been purchased within the United States or Canada by the Initial Purchaser.
3. Must have been used only for residential or otherwise non-commercial purposes.
4. Must have been used in a manner consistent with the normal and proper intended use.

#### Who Can Perform Repairs Under This Warranty?

In order to qualify for the limited warranty as set forth herein, the repairs made under warranty must be performed by an authorized warranty service provider.

#### How To Get Service Under This Limited Warranty

To locate an authorized warranty service provider, contact your authorized Retailer or call toll-free 855-971-1123. A COPY OF YOUR SALES RECEIPT IS REQUIRED FOR WARRANTY SERVICE.

#### What This Limited Warranty Does Not Cover

##### This Limited Warranty Does Not Cover The Following (the "Exclusions"):

1. Product purchased outside of the United States or Canada.
2. Damage due to lack of maintenance and/or improper maintenance as described in the operator's manual.
3. Normal wear and tear resulting from use of the Product.
4. Use of the Product that is not consistent with the intended use thereof, as described in the operating instructions, including, but not limited to, abuse, misuse and/or neglect of the Product or any use inconsistent with and/or non-compliant with instructions contained in the operator's manual.
5. Any expendable, consumable, or routine maintenance item which needs replacement or service as part of normal maintenance, unless such items have defects that cause failure or premature wear within the first thirty (30) days. Where applicable, normal wear items include, but are not limited to, bump knobs, outer spools, cutting line, inner reels, starter pulleys, starter ropes, drive belts, saw chains, guide bars, cultivator tines, filters, spark plugs, carrying cases, scabbards, or blades.
6. Any Product that has been altered or modified in a manner not consistent with the original design of the product or in an unapproved way.
7. Paint repairs or replacements for defective paint (including materials and application) are covered for a period of three (3) months.



**This Warranty Does Not Cover And MTD LLC Disclaims Any Responsibility For:**

1. Loss of time or loss of use of the Product.
2. Transportation costs and other expenses incurred in connection with the transport of the Product to and from the authorized service provider.
3. Any loss or damage to other equipment or personal items.
4. Damage resulting from the installation or use of any accessory or non-OEM (original equipment manufacturer) part for use with the Product.

**Limitations:**

1. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY APPLIES AFTER THE APPLICABLE WARRANTY PERIOD AS SET FORTH ABOVE AS TO THE PARTS AS IDENTIFIED. NO OTHER EXPRESS WARRANTY OR GUARANTY, WHETHER WRITTEN OR ORAL, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER OR RETAILER, WITH RESPECT TO ANY PRODUCT SHALL BIND MTD LLC. DURING THE WARRANTY PERIOD, THE EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE PART, AS SET FORTH ABOVE. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.)
2. THE PROVISIONS AS SET FORTH HEREIN PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE. MTD LLC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, FOR TRANSPORTATION OR FOR RELATED EXPENSES, OR FOR RENTAL EXPENSES TO TEMPORARILY REPLACE A WARRANTED PRODUCT. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.)
3. In no event shall recovery of any kind be greater than the amount of the purchase price of the Product sold. Alteration of the safety features of the Product shall void this limited warranty. You assume the risk and liability for loss, damage, or injury to you and your property and/or to others and their property arising out of the use or misuse or inability to use the Product.

**How State Law Relates To This Warranty.**

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

