

# LIMITED WARRANTY FOR WESTINGHOUSE OUTDOOR GARDEN PRODUCTS

**MWE INVESTMENTS, LLC** 



## WESTINGHOUSE OUTDOOR POWER EQUIPMENT TWO YEAR LIMITED WARRANTY

## WESTINGHOUSE OUTDOOR POWER EQUIPMENT'S RESPONSIBILITY

Westinghouse Outdoor Power Equipment ("Westinghouse") warrants to the original purchaser that its Westinghouse line of Outdoor Garden Products will be free from defects in material and workmanship. Under normal use and maintenance from the date of purchase, Westinghouse agrees to repair or replace at Westinghouse's sole discretion, any defective product free of charge at any authorized Westinghouse Authorized Service Dealer within the below listed applications, time periods, limitations, and exclusions. THIS LIMITED WARRANTY IS EXTENDED TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS. For a list of Westinghouse Authorized Service Dealers refer to www.wpowereq.com or call 1-855-944-3571.

## OWNER'S RESPONSIBILITY

To ensure hassle-free warranty coverage, it is important that you register your Westinghouse Outdoor Garden Products online at www.wpowereq.com, by automated phone at 1-855-944-3571, or by filling out and returning to Westinghouse the warranty registration card supplied with your Outdoor Garden Products. Registering your product confirms your warranty coverage and provides a direct link between you and Westinghouse should it become necessary to contact you.

Your receipt for purchase including date, model and serial number must be maintained and presented to Westinghouse customer service in order to obtain warranty service. Proof of purchase rests solely with you, the original purchaser. You must demonstrate reasonable care and use and follow preventive maintenance and storage guidelines as prescribed in the operator's manual for your Westinghouse unit. Should a product difficulty occur, you must, at your expense, deliver or ship your Westinghouse unit to an Authorized Service Dealer for warranty repairs (which must occur within the applicable warranty period), and arrange for pick-up or return of your unit after the repairs have been made. If proof of purchase is not available to establish purchase date nor is the product registered as described herein, the date of manufacturing as recorded

To find the Westinghouse Authorized Service Dealer nearest to you, call Westinghouse customer service and support at 1-855-944-3571 or visit the "Locate a Service Dealer" page at www.wpowereq.com Should you require assistance or have questions concerning Westinghouse's Warranty Statement, you can contact us through online at *www.wpowereq.com* or call 1-855-944-3571.

#### PRODUCT WARRANTY APPLICATIONS AND PRODUCT WARRANTY PERIODS

## **CONSUMER APPLICATION**

For the purposes of this limited warranty, "Consumer Application" means usage by the original purchaser for the purpose of personal residential household or recreational use. For those using this product for a consumer application, the following warranty terms apply:

## Parts and labor will be fully covered for a period of one year from the date of purchase.

### Parts only will be fully covered for a period of two years from the date of purchase.

At Westinghouse's sole discretion, certain replacements be fully covered for a period of two years from the date of purchase.

## **COMMERCIAL APPLICATION**

For the purposes of this limited warranty, "Commercial Application" means usage by the original purchaser for the purpose of income producing, business relation use. Once a Westinghouse Outdoor Garden Product has been used for income producing and business related purposes, it shall thereafter be considered a product used for a "Commercial Application" and the following warranty terms apply:

Parts and labor will be fully covered for a period of ninety days from the date of purchase.

## **EXCLUSIONS**

The following items are excluded from warranty coverage:

- · Utilization of non-Westinghouse replacement parts except where authorized by Westinghouse in writing
- · Costs of routine/normal maintenance
- · Repairs or diagnostics performed by a non-authorized service dealer except where authorized by Westinghouse in writing
- Product failures due to normal wear and tear, accident, misuse, abuse, negligence, or improper use
- · Product failures due to any external cause, including but not limited to: collision, theft, vandalism, riot, war, fire, freezing, lightning, earthquake,
- windstorm, hail, water damage, flood damage, tornado damage, rodent/pest related damage, or hurricane damage
- Products that are modified or altered in a manner not authorized in writing by Westinghouse
- Any incidental, consequential, or indirect damages caused by defects in materials or workmanship
- Any incidental, consequential, or indirect damages caused by delay in repair or replacement of defective part(s)
- · Product failure due to misapplication
- Telephone, cellular phone, fax, internet, or any other communication-related expenses \
- · Expenses related to "customer instruction" or troubleshooting where no manufacturing defect is found
- · Overnight freight or special shipping costs for replacement parts
- Overtime, holiday, or emergency labor costs
- · Routine Maintenance items such as lubricants, blade sharpening, cleaning etc.
- · Normal deterioration of the finish due to use or exposure

#### **DISCLAIMER OF IMPLIED WARRANTIES**

This limited warranty is in lieu of all other expressed or implied warranties, including any warranty of FITNESS FOR A PARTICULAR PURPOSE OR USE and any IMPLIED WARRANTY OF MERCHANTABILITY otherwise applicable to Westinghouse's line of Outdoor Garden Products and its affiliated companies shall not be liable for any special, incidental or consequential damage, including lost profits. There are no warranties extended other than as provided herein. This limited warranty may be modified only by Westinghouse Outdoor Power Equipment. Any implied warranties allowed by law shall be limited in duration to the terms of the express warranty provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights. You also have other rights from state to state. WESTINGHOUSE OUTDOOR POWER EQUIPMENT'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT AS STATED ABOVE. IN NO EVENT SHALL WESTINGHOUSE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF MWE INVESTMENTS, EQUIPMENT'S NEGLIGENCE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation of incidental or consequential provided herein. The state is a provided herein to state. WESTINGHOUSE OUTDOOR POWER EQUIPMENT'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT AS STATED ABOVE. IN NO EVENT SHALL WESTINGHOUSE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF MWE INVESTMENTS, EQUIPMENT'S NEGLIGENCE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.