



RC MOWERS LIMITED WARRANTY STATEMENT

RC Mowers (the “**Manufacturer**”) warrants to the original retail consumer (the “**Purchaser**”) of RC Mowers-brand products (the “**Products**”) that the Products will be free from defects in material and workmanship for the applicable warranty period set forth in the chart below (the “**Warranty Period**”), with each such Warranty Period beginning on the original date of purchase of the Product by the Purchaser (the “**Warranty**”). This Warranty is given only to the original Purchaser.

Product	Warranty Period
Light Duty Products (<i>e.g.</i> , 44E and TK-44E)	1 year or 200 hours of Product use, whichever occurs first
Medium and Heavy-Duty Products (<i>e.g.</i> , 48P, 52XP, 60XP, 72XP, TK-48P, TK-52XP and TK-60XP)	2 years or 400 hours of Product use, whichever occurs first

Warranty Remedy. If, within the Warranty Period, the Products are defective in material and workmanship, subject to the conditions, limitations and exclusions set forth herein, Manufacturer or its authorized dealer shall, at Manufacturer’s option, repair or replace the affected part free of charge or refund the purchase price paid by the Purchaser for such Product. Such repair, replacement or refund (whichever Manufacturer determines, in its discretion, to provide) shall be Manufacturer’s sole obligation and Purchaser’s exclusive remedy for any deficiency in Products, and shall be conditioned upon Purchaser’s return of such defective Products to Manufacturer, at Purchaser’s expense and risk of loss. Any parts of Products repaired or replaced under this warranty are warranted only for the balance of the Warranty Period on the original part that was repaired or replaced. Pick-up of the defective Product and delivery of the repaired or replaced Product are at the Purchaser’s expense and risk of loss.

Warranty Exclusions.

The Purchaser shall not be entitled to the remedies available under this Warranty in connection with any of the following:

- Parts that are not genuine Manufacturer service parts (use of such non-genuine parts shall cause the Purchaser to not be entitled to the remedies available under this Warranty if such parts result in premature wear or damage to the Product);
- Damage resulting from the installation or use of any part, accessory, or attachment which is not approved by the Manufacturer for use with Products;
- Damage resulting from misuse, abuse, alteration, improper assembly, improper adjustment, neglect, accident, or failure to comply with the Operator’s Manual (failure to complete routine maintenance and adjustments as indicated by the Operator’s Manual shall cause the Purchaser to not be entitled to the remedies available under this Warranty for the Products);



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- Regular wear and tear (for clarity, the Products, including any wear parts, such as belts, tires, blades, cables, cloth, plastic and rubber components, and mufflers are covered for defects in materials and workmanship only in accordance with this Warranty, not wear and tear); and/or
- Damage resulting from a failure to use fresh fuel or a failure to properly store the Product or otherwise properly prepare the Product for periods of non-use.
- Damage resulting from a use of gasoline blends exceeding 10% ethanol.

The Product is designed to the specifications in the state or province in which the Product was originally sold to the Purchaser. This Warranty is limited to the requirements in the state or province in which the Product was originally sold to the Purchaser, and, in any case, this Warranty applies only to Purchasers in the United States and Canada. In countries other than the United States and Canada, contact the Manufacturer or applicable authorized dealer for warranty policies that govern within your country. In no event shall the warranty remedies available hereunder apply to California residents. The CARB and EPA evaporative emissions control system warranty is described in a separate evaporative emission control warranty statement. Different areas may have significantly different legal and design requirements. The Manufacturer does not warrant this Product to the requirements of any other jurisdiction. Warranty service is limited to service within the state or province where the Product was originally sold to the Purchaser.

Warranty Claims. To make a claim under this Warranty, the Purchaser must contact an authorized Manufacturer dealer (to find an authorized dealer, visit our website at RCMowersUS.com). Warranty service must be performed by an authorized Manufacturer service representative. The Purchaser must also transport the Product to and from the place of warranty service at the Purchaser's expense and risk of loss.

Disclaimers.

Manufacturer may from time to time change the design of its products. Nothing contained in this Warranty shall be construed as obligating the Manufacturer to incorporate such design changes into previously manufactured products, nor shall such changes be construed as an admission that previous designs were defective. **UNDER NO CIRCUMSTANCES, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY, WILL MANUFACTURER BE LIABLE FOR ANY ECONOMIC LOSS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Manufacturer makes no warranty, express or implied, other than what is expressly made in this Warranty. **IF THE LAW OF YOUR STATE OR PROVINCE PROVIDES THAT AN IMPLIED WARRANTY OF MERCHANTABILITY, OR AN IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY, APPLIES TO THE PRODUCTS, THEN ANY SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY.** Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from region to region.



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