

Wood-Mizer® LLC
Limited Product Warranty



Wood-Mizer LLC (“Warrantor”), an Indiana corporation with its principal place of business at 8180 West Tenth Street, Indianapolis, IN 46214-2400 USA, warrants to the purchaser (“Purchaser”) that for the time periods specifically stated herein and subject to the terms, conditions and limitations stated herein, the equipment manufactured by the Warrantor will be free from defects in material and workmanship attributable to Warrantor so long as, during the warranty periods stated herein, the equipment is installed, operated and maintained in accordance with the instructions provided by Warrantor.

Product	Model Class	Length of Warranty	Effective Date
Portable Sawmills, Resaws, Edgers	LT, LX, HR, EG	Two years	Date of purchase
Portable Sawmills with Chassis	LT28, LT35, LT40, LT50, LT70, LX450	Two years, excluding the chassis, which chassis shall have a five year warranty	Date of purchase
Industrial Sawmills, Resaws, Edgers	WM, HR, EG, TVS, SVS, WB, TV, HR, EG, EA, MR	One year	Date of purchase or date of installation / training (if applicable), whichever occurs first, not to exceed 6 months from date of purchase
Material Handling	TWC, IC, TD, LD, GC,CR, CB, CC	One year	Date of purchase or date of installation / training (if applicable), whichever occurs first, not to exceed 6 months from date of purchase
Blade Maintenance Equipment	BMS, BMT, BMST	One year	Date of purchase
Options and Accessories	Various	One year*	Date of purchase
Moulders	MP	Two years	Date of purchase
Kilns	KD, KS	One year	Date of purchase
Slab Flatteners	MB	Two years	Date of purchase
Pallet Equipment	PD, PC	One year	Date of purchase
Log Splitters	FS	One year	Date of Purchase
Replacement Parts	Various	90 days	Date of purchase

*Warranty on Options will match the warranty on the primary equipment when purchased on same invoice.

**Warranty subject to individual manufacturers terms on certain items.

Exclusions from 90 Day, Limited One Year and Two Year Warranty

Warrantor shall have no responsibility under this warranty for any wear components, including, but not limited to: belts, blade guides, blades, electric motor brushes, drum switches, filters, fuses, hoses, bearings (excluding cylindrical drive bearings), bushings, cable carriers, and spark plugs. All wear components are furnished “as is”, without any warranty from Warrantor. This limited warranty does not cover any defects caused by misuse, negligence, alterations, damage due to overload, abnormal conditions, excessive operation, accident, or lack of performance of normal maintenance services.

Several components which are used in the manufacture of the equipment but not manufactured by Warrantor such as cant hooks, power plants, laser sights, batteries, tires, and trailer axles have warranties provided by the original equipment manufacturer (written copies available upon request). Warrantor does not separately warrant such items. Components or equipment manufactured by third parties are not covered by this warranty. Warrantor, however, will provide reasonable assistance to the Purchaser to make claims against any warranties applicable to such component parts as provided by such original equipment manufacturers. Components or equipment manufactured by third parties are not covered by this Warranty.

Five Year Limited Chassis Warranty

The limited five year chassis warranty described above, DOES NOT extend to (a) any damage stemming from accident, improper towing, overload, abuse, misuse, abnormal conditions, negligence, excessive operation, or lack of maintenance, (b) rust caused by exposure to corrosive atmospheric conditions, or (c) the sawmill head, carriage, axle, brakes, or any hydraulic or electrical components attached to the chassis.

Warrantor’s Obligations as To Defects

In the event that the equipment fails to perform due to defective materials or workmanship attributable to Warrantor under normal use and service within the established warranty period, Purchaser’s sole and exclusive remedy and Warrantor’s sole liability shall be to replace or repair, in Warrantor’s sole and subjective discretion, any defective part at Warrantor’s principal place of business without cost to the Purchaser if such defect exists. The determination of whether a product is defective shall be made by Warrantor in Warrantor’s sole and subjective discretion. The Purchaser must notify Warrantor prior to shipping any defective part. Warrantor, at its sole discretion, may cover expenses incurred in shipping the defective part to Warrantor for evaluation; provided, however, that Warrantor will not be responsible for labor, travel time, mileage, removal, installation or incidental or consequential damages. However, any part in excess of 140 pounds must be returned by the Purchaser, to the Warrantor’s nearest authorized facility at the Purchaser’s expense, if return is requested by Warrantor. Warrantor shall have a reasonable time within which to replace or repair the defective part. If Warrantor determines that the product is not defective under the terms of this warranty in Warrantor’s sole and subjective discretion, then Purchaser shall be responsible for any expenses incurred by Warrantor in returning the equipment to the Purchaser.

Limitations and Disclaimers of Other Warranties

EXCEPT FOR THE EXPRESS WARRANTY PROVISIONS STATED ABOVE, WARRANTOR DISCLAIMS ALL WARRANTIES, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. No representation or other affirmation of fact by representatives of Warrantor, whether verbal or in writing, including photographs, brochures, samples, models, or other sales aids, shall constitute a warranty or other basis for any legal action against Warrantor. There are no other representations, promises, agreements, covenants, warranties, guarantees, stipulations or conditions, express or implied, by Warrantor except as expressly set forth herein.

THE ORIGINAL PURCHASER AND ANY INTENDED USER OR BENEFICIARY OF THIS EQUIPMENT, SHALL NOT BE ENTITLED TO RECOVER ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, DAMAGES OF LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS, LOSS OF USE, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, FROM WARRANTOR FOR ANY REASON WHATSOEVER INCLUDING WITHOUT LIMITATION WARRANTY OR DEFECT IN THE PRODUCT REGARDLESS OF THE SOLE, JOINT AND/OR CONCURRENT NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR STATUTORY CLAIMS OR OTHER LEGAL FAULT OR RESPONSIBILITY OF EITHER WARRANTOR OR PURCHASER OR ITS EMPLOYEES OR AGENTS. Warrantor does not warrant that its equipment meets or complies with the requirements of any particular safety code or governmental requirements.

Defective items replaced under the terms of this warranty become the property of Warrantor.

Design Changes

Warrantor reserves the right to change the design of its products from time to time without notice and without obligation to make corresponding changes in or to its products previously manufactured.

Rights of Purchasers

The validity and effect of this limited warranty as well as its interpretation, operation and effect, shall be determined exclusively by the principles of law and equity of the State of Indiana, USA. This limited warranty gives Purchaser specific legal rights. Purchaser may also have other rights, which may vary from state to state. Some states may not allow limitations as to the duration of implied warranties or to the exclusion or limitation of incidental or consequential damages, so some of the limitations and exclusions detailed set forth above may not apply. In the event that any one or more of the provisions of this warranty shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this warranty shall not be affected thereby.

Interpretations

This Warranty constitutes the entire warranty agreement between Warrantor and Purchaser and supersedes any prior understandings or agreements pertaining to the same subject matter. This warranty cannot be amended except in writing which refers to this warranty which is signed by both Warrantor and Purchaser.

30-Day Money-Back Sawmill Guarantee (US & Canada)

If, at anytime within thirty (30) days after delivery, the buyer is not completely satisfied with their Wood-Mizer LT70, LT50, LX450, LT40, LT35, LT28, LX250, LX150, LT15, or LX50 model sawmill, the buyer may notify the seller (Wood-Mizer), return product to the seller (shipping prepaid by buyer) and receive a full refund of buyer's purchase price (less used blades, damaged parts, delivery fees and finance charges). The buyer retains all risk of loss during such period and until product is redelivered to seller. The buyer is responsible for returning the sawmill to Wood-Mizer and there is a limit of one return per customer.

Return Policy and Procedure

For all returns, contact Wood-Mizer Customer Service at 800.525.8100.

Wood-Mizer reserves the right to refuse any item for return of non-inventory & special made items.

Fees and Timelines:

A restocking fee will be charged for all parts/blades ordered incorrectly due to customer error or if the parts/blades are no longer needed by the customer. All parts/blades are subject to a 15% restocking fee.

There are no returns on parts after **180** days from purchase date.

Standard and Custom Blades:

Custom blades cannot be returned if ordered incorrectly by customer error.

Returning Wood-Mizer standard length blades ordered incorrectly by customer error are subject to a 15% restocking fee.

Wood-Mizer Standard Length Blades: 132", 144", 158", 168", 171", 176", 178", 184", 195", 205", 208", 215", 216.5", 236", 268", 280", 292", 316", 340", & 386".

Other Guidelines:

Returns of parts/blades that the customer no longer needs are credited to the customer's card on file only. No credit on account will be issued to the customer. Checks will be sent for orders paid for by cash or check. The customer is responsible for shipping payments.

Parts/blades being returned for stock must be in new, sellable condition and returned by original purchaser in original packaging. If the parts/blades are not deemed re-sellable then the customer will be charged for the parts/blades and the items will be returned to them. The customer is responsible for proper packaging and damage to items.

Shipping will be covered to/from the customer for warranty items and for order errors caused by Wood-Mizer. Warranty items deemed too heavy and requiring a Common Carrier will be at the customer expense.

The customer pays all shipping charges for incorrectly ordered items due to customer error.

*Return policy and procedures are subject to change without notice.