WESTERN® SNOWPLOW CONSUMER LIMITED WARRANTY

A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

# LIMITED WARRANTY TO CONSUMERS

#### **COVERAGE**

Western Products, a division of Douglas Dynamics, L.L.C. warrants to each purchaser of a WESTERN® snow-plow for personal, family or household use that the snowplow will, for a period of two (2) years after original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Western Products does not authorize any party, including its authorized distributors, to offer any other warranty on behalf of Western Products. Upon expiration of the warranty periods, Western Products will have no further liability related to the snowplow, except with respect to warranty claims arising during the warranty periods.

THIS WARRANTY IS OFFERED IN LIEU OF ANY OTHER EXPRESS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow limitation 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 state to state.

### WHAT IS NOT COVERED

This warranty shall not apply to finish or any parts not furnished by Western Products or any damage caused by such parts, nor does it cover any snowplow subjected to misuse, neglect, accident, other than ordinary use or service, improper installation, maintenance or storage, or repair or alteration by anyone except Western Products.

Further, attachment of a WESTERN snowplow to a vehicle, including any necessary modification of the snowplow and/or the vehicle, is entirely at the purchaser's risk and expense and compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN snowplow.

# REMEDY FOR DEFECTIVE SNOWPLOW

Upon receipt by Western Products or an authorized distributor of any defective snowplow covered by this warranty, Western Products will, at its option, repair or replace the defective snowplow at its expense including labor costs at its standard rate incurred while repairing said snowplow, provided that the purchaser of that snowplow has followed the procedure for obtaining warranty performance set forth below. The snowplow so repaired or supplied as a replacement will be shipped to the purchaser of the defective snowplow, with transportation charges being the responsibility of the purchaser. Any damage in transit will be the responsibility of the carrier or at the risk of the purchaser.

PURCHASER'S REMEDIES FOR A DEFECTIVE SNOWPLOW, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ARE LIMITED TO THE REMEDY PROVIDED BY THIS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WESTERN PRODUCTS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SNOWPLOW, WHETHER BASED ON WESTERN PRODUCTS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

Some states do not allow the exclusion of limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.

# PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after any defect in a snowplow arising during the warranty period becomes known, the purchaser of the snowplow must notify an authorized distributor of the claim defect, in writing, and provide proof of original purchase. If the authorized distributor requests, the purchaser must return the snowplow, with all transportation charges prepaid, to the authorized distributor. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

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