



COMMERCIAL WARRANTY

COVERAGE

Western Products, a division of Douglas Dynamics, LLC, warrants to the original purchaser of a WESTERN® PILE DRIVER snow pusher that the snow pusher with rubber edge will, for a period of ten (10) years after the date of original purchase, be free from defects in material and workmanship.

Western Products, a division of Douglas Dynamics, LLC, warrants to the original purchaser of a WESTERN PILE DRIVER snow pusher that the snow pusher with steel edge will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship.

Western Products warrants accessories, service parts, and components purchased separately for a period of sixty (60) days after original purchase to be free from defects in material and workmanship.

The foregoing warranties are exclusive and in lieu of all other express and implied warranties (except of title), including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

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, or to parts which shall have been repaired or altered by other than Western Products so as, in Western Products' judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident, or improper installation, maintenance, care, or storage.

Further, attachment of a WESTERN PILE DRIVER snow pusher to a vehicle is at the risk and expense of the purchaser. Compliance with applicable regulations is the responsibility of the installer. Western Products does not assume any liability for any damage to a vehicle resulting from the attachment or from the use of a WESTERN snow pusher. Although the WESTERN snow pusher is designed to fit specific vehicles, Western Products does not assume any liability for the cost of modification of the snow pusher or the vehicle required to attach the snow pusher.

Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material and workmanship of a WESTERN PILE DRIVER snow pusher.

REMEDY FOR DEFECTIVE SNOW PUSHER

If within such warranty periods any part thereof is proved to Western Products' satisfaction to be defective, such part shall be repaired or replaced by Western Products or its authorized distributor or dealer or, at Western Products' option, replaced Free On Board (FOB) Western Products' factory without charge, including labor costs at its standard rate incurred while repairing said snow pusher. Western Products' obligation hereunder shall be limited to such repair or replacement, provided that the original purchaser of that snow pusher has followed the procedure for obtaining warranty performance set forth below.

Western Products' liability is expressly limited to the repair and replacement of defective parts as herein provided. Western Products shall not be liable for any consequential, incidental, or contingent damages whatsoever, whether for breach of contract, breach of warranty, negligence, or other tort, or on any strict liability theory.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after the discovery of any alleged defect, the original purchaser of the snow pusher must notify Western Products of the claimed defect via their Factory Authorized Distributor/Dealer. The original purchaser must provide proof of original purchase and, at Western Products' option, return the allegedly defective part through their Factory Authorized Distributor/Dealer.

