

Phillips & Temro Limited Warranty

Warranty Coverage

This warranty is expressly limited to Phillips & Temro's products purchased by the original consumer for personal, family, or household use.

Except for the Dump Body Vibra™, Phillips & Temro warrants each Product against defects in material and workmanship under normal use and service conditions for a period of one (1) year, starting on the date of purchase.

Phillips & Temro warrants the Dump Body Vibra™ against defects in material and workmanship under normal use and service conditions for a period of ninety (90) days, starting on the date of purchase.

Phillips and Temro's sole obligation under this limited warranty shall be, at its sole discretion, to repair or replace its Product.

Repair or replacement under the terms of this limited warranty does not extend or renew the limited warranty coverage period.

This limited warranty only extends to the original purchaser.

Warranty Exclusions

This limited warranty does not cover routine maintenance, and also does not cover performance issues:

- a) caused by normal wear and tear;
- b) caused by improper installation, or unreasonable or unintended use of the Product;
- c) which occur after the expiration of the limited warranty coverage period defined above;
- d) caused by the Product being, altered, modified, opened or repaired, other than by the Phillips & Temro's authorized dealer or service technician;
- e) caused by misuse, abuse, accidents, neglect, absence of scheduled maintenance, acts of God, vandalism, flood, fire or any other occurrences beyond the control of Phillips & Temro; or
- f) related to any components or parts not supplied by Phillips & Temro.

How to Obtain Warranty Service

To obtain warranty service, the original consumer must return the Product with proof of purchase to the authorized Phillips & Temro dealer where the consumer purchased the product.

Product Improvements

Phillips & Temro reserve the right to make changes in the design, additions or improvements to any of its products at any time without incurring an obligation to install or replace existing products or improve upon products previously sold.

DISCLAIMER AND LIMITATIONS OF LIABILITY

THIS LIMITED WARRANTY IS IN LIEU OF, AND PHILLIPS & TEMRO DISCLAIMS AND EXCLUDES, ALL OTHER EXPRESS WARRANTIES.

PHILLIPS & TEMRO IS NOT BOUND BY ANY OTHER EXPRESS WARRANTY, WRITTEN OR ORAL, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER, RETAILER, WHOLESALER, OR DISTRIBUTOR, WITH RESPECT TO ANY PRODUCT.

PHILLIPS & TEMRO DISCLAIMS ANY AND ALL WARRANTIES OF WHATEVER NATURE, WHETHER EXPRESS OR IMPLIED, ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE PROVISIONS SET FORTH IN THIS LIMITED WARRANTY PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE.

PHILLIPS & TEMRO SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, ATTORNEYS' FEES, OR OTHER COSTS, AND IN NO EVENT SHALL THE LIABILITY OF PHILLIPS & TEMRO EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

THIS WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS. THE BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.