# MTD LLC LIMITED WARRANTY FOR ROBOMOW® BRANDED ROBOTIC LAWN MOWERS

#### LIMITED WARRANTY

The limited warranty set forth herein is given by MTD LLC with respect to your new Robomow® branded robotic lawn mower (hereinafter "Mower") purchased and used in the United States to the Initial Purchaser (as defined herein).

#### **Scope of the Limited Warranty**

MTD LLC offers a limited warranty to the Initial Purchaser (as defined herein) for residential or otherwise non-commercial use of the Mower, subject to the Exclusions and Warranty Period as defined herein. The "Initial Purchaser" is the first person to purchase the Mower from an authorized Robomow® branded product dealer, distributor and/or retailer of the Mower. This limited warranty is nontransferable. Except as otherwise set forth herein, the limited warranty period for this new Mower purchased by the Initial Purchaser is one (1) year from the date of purchase as shown on the original sales receipt for the Mower ("Warranty Period").

# **Defects in Workmanship or Materials**

Subject to the Exclusions, the Mower is warranted to be free from manufacturing defects in either workmanship or materials for the Warranty Period. During the Warranty Period, MTD LLC will, at its option, either repair or replace any original part that is covered by this limited warranty and is determined to be defective in workmanship or material.

# To qualify for this limited warranty this Mower:

- 1. Must have been purchased from an authorized Robomow ® dealer, distributor and/or retailer.
- 2. Must have been purchased within the United States by the Initial Purchaser.
- 3. Must have been used for residential purposes only.
- 4. Must have been used in a manner consistent with the normal and proper intended use for this Mower. This Mower is not intended for rental or commercial use.

#### Who can perform repairs under this warranty?

In order to qualify for the limited warranty as set forth herein, the repairs made under this warranty must be performed by an authorized MTD service provider.

### How to get service under this limited warranty:

To locate a MTD warranty service provider, contact your authorized MTD dealer, distributor, or retailer or contact MTD LLC at P.O. Box 361131, Cleveland, Ohio 44136-0019 or call 1-800-800-7310, or log on to our Website at www.mtdproducts.com. This limited product warranty is provided by MTD LLC and is the only product warranty provided by MTD LLC for this Mower. A COPY OF YOUR SALES RECEIPT IS REQUIRED FOR WARRANTY SERVICE.

# What this limited warranty does not cover.

# This limited warranty does not cover the following (the "Exclusions"):

- 1. Product purchased outside of the United States.
- 2. Damage due to lack of maintenance and/or improper maintenance as described in the operator's manual.
- 3. Normal wear and tear resulting from use of the product.
- 4. Any expendable, consumable, or routine maintenance item which needs replacement or service as part of normal maintenance, unless such items have defects that cause failure or premature wear within the first thirty (30) days of purchase. Normal wear items include but are not limited to, fuses, blades and other consumable items where applicable.
- 5. Use of the product that is not consistent with the intended use thereof as described in the operating instructions, including, but not limited to, abuse, misuse and/or neglect of the Mower or any use inconsistent with and/or non-compliant with instructions contained in the Operator's Manual.
- 6. Any Mower that has been altered or modified in a manner not consistent with the original design of the Mower or in a manner not approved by MTD LLC.

### This warranty does not cover and MTD LLC disclaims any responsibility for:

- 1. Loss of time or loss of use of the Mower.
- 2. Transportation costs and other expenses incurred in connection with the transport of the Mower to and from the authorized MTD service provider.
- 3. Any loss or damage to other equipment or personal items.
- 4. Damages caused by improper maintenance.
- 5. Damage resulting from the installation or use of any accessory or part not approved by MTD for use with the Mower.
- 6. Damage caused by excessive exposure to rain, water damage, lightning or other natural causes.

#### **Limitations:**

- 1. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY SHALL APPLY AFTER THE APPLICABLE WARRANTY PERIOD AS SET FORTH ABOVE AS TO THE PARTS AS IDENTIFIED. NO OTHER EXPRESS WARRANTY OR GUARANTY, WHETHER WRITTEN OR ORAL, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER OR RETAILER, WITH RESPECT TO ANY PRODUCT SHALL BIND MTD LLC. DURING THE WARRANTY PERIOD, THE EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE PART, AS SET FORTH ABOVE. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.)
- 2. THE PROVISIONS AS SET FORTH HEREIN PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE. MTD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, FOR TRANSPORTATION OR FOR RELATED EXPENSES, OR FOR RENTAL EXPENSES TO TEMPORARILY REPLACE A WARRANTED PRODUCT. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.)
- 3. In no event shall recovery of any kind be greater than the amount of the purchase price of the product sold. Alteration of the safety features of the product shall void this limited warranty. You assume the risk and liability for loss, damage, or injury to you and your property and/or to others and their property arising out of the use or misuse or inability to use the product.

#### **How State Law Relates to this Warranty:**

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.