



## COMMERCIAL WARRANTY

### COVERAGE

Western Products, a division of Douglas Dynamics, LLC, warrants to each purchaser of a WESTERN® snowplow for other than personal, family or household use that the snowplow 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 one (1) year 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 others than Western Products so as, in Western Products' judgement, 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 snowplow to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of a WESTERN snowplow. Although WESTERN snowplows are designed to fit specific vehicle models, Western Products does not assume any liability for the cost of modification of the snowplow or the vehicle required to attach the snowplow.

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

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

**Western Products' liability is expressly limited to 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 purchaser of the spreader must notify Western Products of the claimed defect, in writing, provide proof of original purchase and, at Western Products' option, return the allegedly defective part to Western Products FOB its factory or to its authorized distributor or dealer.

This warranty is not offered to purchasers of snowplows for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.



## LIMITED WARRANTY TO CONSUMERS

### COVERAGE

Western Products, a division of Douglas Dynamics, LLC, warrants to each purchaser of a WESTERN® snowplow 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 or dealers, 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 of 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 or dealer 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 or dealer of the claim defect, in writing, and provide proof of original purchase. If the authorized distributor or dealer requests, the purchaser must return the snowplow, with all transportation charges prepaid, to the authorized distributor or dealer. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

The following is a registered (®) trademark of Douglas Dynamics, LLC: WESTERN®.