

☑ WARRANTY INFO

Our product is built to the highest standards and we proudly stand behind every product warranty. Before you contact us about warranty replacement, please be sure to read the official warranty statement below. Also, have the following information available when you contact us: Product Brand, Product Part Number, where you purchased your product, detailed explanation of how it broke, your home address and your home phone number. Please call Customer Service at 800-393-1846 between the hours of 8:00 am—4:30 pm EST Monday through Friday.

THE AMES COMPANIES, INC LIMITED WARRANTY:

The AMES Companies, Inc. provides the following express limited warranty to the original purchaser of our product. Product is warranted to be free from defects in material and workmanship for a period of 90 days unless otherwise stated on the product or packaging from the date of original purchase, subject to the disclaimers and limitations stated below.

During the above time period, The AMES Companies will replace this product, or such part of the product as may be defective, at AMES option, and at AMES cost, subject to the following provisions.

This warranty extends only to the original purchaser of the product. This warranty does not cover a defect resulting from abuse, misuse, neglect, or any use not in conformity with the printed directions or commonly intended application of the product. You are urged to inspect the product upon purchase. In the event that a defect in material or workmanship appears within the warranty period, please follow the directions below.

DIRECTIONS FOR MAKING A CLAIM UNDER THIS WARRANTY:

If you have a claim under this warranty, or would like information on how the warranty may apply, contact The AMES Companies' customer service at 800-393-1846 OR contact us online. When making a warranty claim, please include a photo of the product, a copy of your purchase receipt, model, description, and brand name. Thank you.

IMPORTANT DISCLAIMERS AND LIMITATIONS:

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, AMES MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THIS PRODUCT AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL. THE WARRANTY IS LIMITED TO THE REMEDY SET FORTH ABOVE, AND EXCLUDES ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED OR OTHER DAMAGES DIRECTLY OR INDIRECTLY RELATING OR ATTRIBUTABLE TO THE

PRODUCTS COVERED BY THIS LIMITED WARRANTY UNDER ANY THEORY OF LAW OR EQUITY (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE OR OTHERWISE). AMES SHALL NOT BE LIABLE BEYOND THIS LIMITED WARRANTY FOR ANY CLAIM RELATING TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS RESULTING FROM INABILITY TO USE OR RESELL THE PRODUCTS, PROPERTY DAMAGE, ECONOMIC LOSS, LOST PROFITS, LOSS OF BUSINESS, INCREASED OPERATING COSTS OR LOSS OF PRODUCTION OR ANY OTHER SUCH DAMAGES, EXPENSES OR LOSSES, WHETHER ARISING FROM CAUSES SIMILAR OR DISSIMILAR TO THOSE ENUMERATED HERE. ANY LIABILITY IS EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY LASTS ONLY AS LONG AS THE TIME PERIOD SET FORTH ABOVE. TO THE EXTENT THAT AMES IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT COVERED, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY OR, IF A GREATER TIME IS EXPRESSLY REQUIRED BY APPLICABLE LAW, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW.

SOME STATES DO NOT ALLOW LIMITATIONS 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 LEGAL RIGHTS WHICH VARY FROM STATE TO STATE, OR FROM PROVINCE TO PROVINCE, SO THAT THIS WARRANTY MAY NOT APPLY TO YOU.

REPLACEMENT PARTS:

If you would like a replacement part for your AMES product, please contact our Customer Service Department by phone at 1-800-393-1846 or <u>online</u>.

RECALL INFORMATION:

AMES Wheelbarrow Recall Notice, June 2004 – read the notice issued by the CPSC.