

## Limited Warranty

The limited warranty set forth below is given by MONSTER POWER EQUIPMENT, INC. (“MPE”) with respect to new merchandise purchased and used in the United States or Canada, its possessions and territories (the “Products”).

Except as otherwise provided herein, MPE warrants its Products against defects in material and workmanship for a period of 24 months commencing on the date of original purchase and, for Products that shall be rented by the purchaser to third parties, for 90 days. MPE shall, at its option, repair or replace, free of charge, any part found to be defective in material or workmanship during the applicable warranty period. This limited warranty shall only apply if the Product has been operated and maintained in accordance with the operating manual furnished with the Product, and has not been subject to misuse, abuse, neglect, accident, improper maintenance, alteration, vandalism, theft, fire, water or damage because of other peril or natural disaster. Damage resulting from the installation or use of any accessory or attachment not approved by MPE for use with its Products will void this limited warranty as to any resulting damages.

Normal wear parts, consisting of drive belts, hydraulic hoses, tires and batteries, not subjected to misuse, abuse, neglect, accident, improper maintenance, alteration, vandalism, theft, fire, water or damage because of other peril or natural disaster are warranted to be free of defects in material and workmanship for a period of 90 days commencing on the date of original.

**HOW TO OBTAIN SERVICE:** Warranty service is available, WITH PROOF OF PURCHASE THROUGH AN AUTHORIZED SERVICE PROVIDER. To locate the dealer in your area, please contact MPE at 860 213-1981.

**This limited warranty does not provide coverage in the following cases:**

- a. The Product’s engine or component parts thereof. These items carry a separate manufacturer’s warranty. Please refer to the applicable manufacturer’s warranty on these items.
- b. Routine maintenance items, other than normal wear parts, such as lubricants, filters, tune-ups and normal deterioration of the exterior finish due to use or exposure.
- c. Service completed by a party other than an authorized distributor/dealer (service provider).
- d. Replacement parts that are not MPE authorized parts.
- e. Transportation and service calls.
- f. MPE does not extend any warranty for Products sold or exported outside of the United States of America and Canada, its possessions and territories, except those sold through MPE’s authorized channels of export distribution.

No implied warranty, including any implied warranty of merchantability or fitness for a particular purpose, applies after the applicable period of express written warranty 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 distributor, dealer or retailer, with respect to any Product shall bind MPE. During the period of this Warranty, the exclusive remedy is repair or replacement of the Product as set forth above.

**The provisions as set forth in this Warranty provide the sole and exclusive remedy arising from any defect in the material or workmanship of a Product or the components thereof. MPE shall not be liable for incidental or consequential loss or damages including, without limitation, expenses incurred for substitute or replacement equipment, for transportation or for related expenses, or for rental expenses to temporarily replace a warranted Product.**

In no event shall recovery under this Warranty of any kind be greater than the amount of the purchase price paid for the Product. Alteration of the safety features of the Product shall void this 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.

This limited warranty shall not extend to anyone other than the original purchaser of the Product.

If any provision of this express limited warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law.

This express limited warranty will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Connecticut, without reference to its choice of law rules.

The Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut will be the sole and exclusive courts of proper jurisdiction and venue of and for any and all legal proceedings relating to this express limited warranty. MPE and the purchaser hereby irrevocably consent to such designation, jurisdiction and venue and waiver any objection or defense relating to jurisdiction or venue with respect to any lawsuit or other legal proceeding initiated in or transferred to the Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut.

**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. In some states limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages may not be allowed and therefore inapplicable.

