

Portable Winch Co. - Warranty



STANDARD WARRANTY: **Portable Winch Co.** warrants its new products to be free of failure resulting from defective material and workmanship under normal use and service. (Product warranties detailed below). These warranties cover the structural components and all other product components, following the delivery date of the product to the end-user. Within these periods, the user has to report any and all problems to the authorized dealer or distributor and make the unit available to the distributor for repair. The distributor will complete the warranty claim form and send it to our *Warranty Department*, within 30 days of a repair to obtain any due

credit. All defective parts claimed are to be kept for further inspection. Failure to return those parts upon request will automatically void the warranty claim. The repaired or replaced parts shall be guaranteed for the remainder of the warranty period applicable to the product on which it has been installed or for the period specifically provided for that particular part. The warranty period of the product shall not be extended due to the suspension of the use of the product because of repair, examination, demonstration, or rental return.

Warranty:

- Perimeter Wire Machine:
 - PWM600MH Commercial use: 1 year

The warranty ownership is transferable, provided the end-user has a copy of the original purchaser's invoice.

Portable Winch Co.'s sole obligation under this warranty is limited at its discretion, to the repair or replacement without charge at **Portable Winch Co.**'s factory or distributor warehouse, all freight charges paid by the user. Unless otherwise expressly stipulated in writing, this warranty does not constitute a warranty on performance or productivity.

Portable Winch Co. reserves the right to make changes or improvements to its products and parts without obligation to its customers. For all modifications or improvements, when asked to make repairs or replacements, **Portable Winch Co.** will not be obligated, but shall be free at its option, to add these modifications or improvements, at the customer's expense, to the products or parts already sold.

Exclusions

This warranty, in its entirety, does not cover maintenance items or consumable or wear and tear parts of **Portable Winch Co.** models, including but not limited to lubricating grease and oil, filters, friction parts which come in contact with the ground, the wire or any items therein which show evidence of neglect, overloading, abuse, accident, inadequate maintenance or storage, improper operation or unauthorized alteration. No warranty claims are applicable in the following cases:

- a) Products damaged in transit or while in the warehouse;
- b) Transportation of products or parts for inspection and/or repair;
- c) Cost incurred for work performed at overtime rate;
- d) Search of problems and diagnosis;
- e) Cost of using similar unit while repairing under warranty;
- f) Communication and transportation cost while repairing under warranty;
- g) Parts on which the ID or serial number has disappeared.

All parts or components not manufactured by **Portable Winch Co.**'s are limited to the warranty, if any, extended by the original manufacturer of same. However, **Portable Winch Co.** will administer the submitted warranty claim with such other manufacturer, except for Honda engines. Honda engines in commercial, rental or private use are guaranteed for a period that may vary from one country to another. Warrantee work on engines can be performed at any Honda Small Engines Service Center. PWM600MH serial number must be indicated on the end-user invoice and will be used by Honda Service Centre to determine warranty validity period.

This warranty shall be void if repairs or alterations to a **Portable Winch Co.**'s equipment have been made by persons or firms not approved first by **Portable Winch Co.** and which, in **Portable Winch Co.**'s opinion, adversely affected in any way the performance and reliability of such equipment.

Modifications of **Portable Winch Co.** products without **Portable Winch Co.**'s authorization and/or repaired with parts not approved first by **Portable Winch Co.** will result in the cancellation of the warranty. This warranty shall not apply to any failure attributable to the improper installation or use of parts or components or the lack of proper and normal care.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BE APPLIED AND CONSTRUED IN ACCORDANCE WITH THE LAWS, COMMERCIAL PRACTICES AND CUSTOMS OF THE PROVINCE OF QUEBEC, CANADA.

Portable Winch Co. shall not be liable for any damages including any incidental and consequential damages by reason of its fault, negligence or otherwise, it being understood that the above warranty is the sole and exclusive right and remedy of the user.