



# WARRANTY STATEMENT

## LIMITED WARRANTY

Encore warrants to the original retail customer that the Encore mower purchased from an Authorised Encore Dealer, will be free from defects in material and workmanship for a period of:

Encore Arrow models - three year residential and 90 days commercial

Encore Edge models - three year commercial/residential

Encore Fuzion models - three year commercial/residential

Encore Rage models - three years commercial/residential from the original date of purchase

During the limited warranty period, Encore will repair or replace, at its discretion, any engine or part thereof which is found to be defective in material and workmanship. This limited warranty specifically excludes wear items. This limited warranty also specifically excludes parts covered by another manufacturer's warranty, which parts are covered only by that manufacturer's warranty.

**This limited warranty extends only to the original retail purchaser and it is not transferrable. The cost of delivering the Mower to the Authorised Dealer and return delivery shall be the responsibility of the Owner.**

The engine must continue to be used on the product that Encore manufactured. Proof of purchase will be required to substantiate all warranty claims. All warranty work must be performed by an Authorised Encore Dealer. Any work done by anyone other than an Authorised Encore Dealer, including the original purchaser, voids all provisions of the warranty except those provisions which limit Encore's liability (as set forth below).

Any part thereof which, in Encore's sole discretion, is deemed defective shall be repaired or replaced, at Encore's option, without charge for parts or labor. To take advantage of this limited warranty, the Mower must be returned to an Authorised Encore Dealer within the warranty period.

Encore's sole responsibility with any claim made under this warranty is limited only to repairing or replacing the defective part thereof, and no claim of breach of warranty shall be cause for rescission, cancellation, or voiding the contract of sale.

This limited warranty does not extend to any part thereof which has been misused, neglected, damaged, abused, not properly installed or maintained, altered or which has been operated in any way contrary to the operating instructions as specified in the Owner/Operator Manual. This limited warranty does not extend to any repair or replacement made necessary by normal use.

The warranty expressed herein is in lieu of other warranties, expressed or implied, including, without limitation, any implied warranty or merchantability or fitness for a particular use, and is in lieu of any and all other obligations or liability on Encore's part. Under any and all circumstances, Encore's total liability to owner for any and all claims, losses or damages, including loss of profits, arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall in no event exceed the purchase price of the mower. In no event shall Encore be responsible for special, incidental, consequential or exemplary damages.