

Warranty

This limited warranty is offered by Emerson Tool Company, a division of Emerson Electric Co., located at the address below (“**ETC**” or “**we**” or “**our**” or “**us**”) and applies to our WORKSHOP-branded Wet/Dry Vacuums (collectively, the “**WORKSHOP® Product**”).

If you have any questions or need assistance regarding the warranty of your product, please contact ETC’s WORKSHOP Product Customer Service Department at the toll free number or at the address provided below.

WORKSHOP Limited Warranty

ETC, located at 8100 W Florissant Ave, St. Louis, MO 63136 provides the following limited warranty to the original purchaser only (“**you**” or “**your**”) subject to the exclusions described below: Your WORKSHOP Product will be free from defects in material and workmanship when used under normal conditions in accordance with the terms of the Owner’s Manual provided to you with the WORKSHOP Product for a period of five (5) years beginning on the original date of purchase (the “**Warranty Period**”). This limited warranty terminates if the original purchaser transfers the WORKSHOP Product to any other person or entity.

What is Not Covered - Warranty Exclusions

This limited warranty does not extend to and expressly excludes:

- Normal wear and tear and/or replacement attachments or accessories, including, without limitation, power cords, hoses, filters, and other attachments or accessories that may be offered for sale by us for use with the WORKSHOP Product.
- Damage or burnout of the WORKSHOP Product motor resulting from failure to clear a blockage occurring during the normal course of use.
- Loss or damage to the WORKSHOP Product resulting from conditions beyond ETC’s control including without limitation, misuse, accident, abuse, neglect, negligence (other than ETC’s), overuse beyond intended capacity as set forth in your Owner’s Manual, or modifications or alterations made by anyone other than ETC.
- Loss or damage to the WORKSHOP Product resulting from failure to use the WORKSHOP Product in accordance with the written instructions, guidelines, and terms and conditions set forth in the Owner’s Manual.

Limited Warranty Notification and Claim Procedures

If you discover within the Warranty Period applicable to you that your WORKSHOP Product has a defect that you believe is covered by this limited warranty, you must contact ETC's WORKSHOP Product Customer Service Department at (888) 455-8724 between the hours of 8:30 a.m. and 4:30 p.m. Central Time. Alternatively, you may contact ETC's WORKSHOP Product Customer Service Department at the email address listed in your Owner's Manual or on the WORKSHOP Product page of the ETC website.

In order for your warranty claim to be processed as quickly as possible, we suggest that you complete the "Registration Card" made available to you on the WORKSHOP Product page of the ETC website at www.WORKSHOPvac.com. If you do not choose to register your WORKSHOP Product, in order to make a warranty claim, you will need to provide us with a copy of your sales receipt or other proof of purchase showing the purchase date to confirm that your claim is within the Warranty Period and that you are the original purchaser.

What We Will Do to Correct Problems

After you have contacted ETC's WORKSHOP Product Customer Service Department pursuant to the above procedures, ETC will initiate warranty proceedings, including a physical inspection, subject to the exclusions and the Warranty Period stated herein, to determine whether to repair or replace the WORKSHOP Product or provide you with a refund.

The decision to repair or replace your WORKSHOP Product or to provide a refund is at our sole discretion. Repair or replacements provided to you by ETC are at no cost to you if covered under this limited warranty. Coverage under this limited warranty is conditioned at all times upon the original purchaser's compliance with the above limited warranty notification and claim procedures.

If your claim is covered under this limited warranty, we will, at our sole option, (a) repair or replace the defective portion of your WORKSHOP Product or (b) replace your entire WORKSHOP Product. If we are unable to provide you with a suitable repaired or replacement WORKSHOP Product, we will provide you with a refund equal to the purchase price of your WORKSHOP Product or a credit to be used toward the purchase of a new WORKSHOP Product.

No Other Express Warranty Applies

THE LIMITED WARRANTIES PROVIDED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY ETC TO THE ORIGINAL PURCHASER OF THE WORKSHOP PRODUCT, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE WORKSHOP PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED

FOR YOUR USE OR PURPOSE. DISCLAIMERS OF IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT TAKE EFFECT UNTIL THE END OF THE WARRANTY PERIOD. No employee, agent, dealer, or other person is authorized to alter this limited warranty or make any other warranty on behalf of ETC. The terms of this limited warranty shall not be modified by ETC, the original owner, or their respective successors or assigns.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ETC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY ECONOMIC LOSS, WHETHER RESULTING FROM NONPERFORMANCE, USE, MISUSE OR INABILITY TO USE THE WORKSHOP PRODUCT OR FOR THE NEGLIGENCE OF ETC. ETC SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL ETC'S LIABILITY TO YOU OR ANY INDIVIDUAL USING THE WORKSHOP PRODUCT EXCEED THE PRICE PAID BY THE ORIGINAL OWNER FOR THE WORKSHOP PRODUCT. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from State to State.