## SERVICE WARRANTY POLICY



#### LIMITED WARRANTY FOR NEW PEERLESS TRANSMISSIONS, TRANSAXLES & DRIVE PRODUCTS OR PARTS

#### Issued - January 1980 Revised – July 2009

For the time periods shown below and subject to the exceptions and limitations described herein, from the date of purchase, Peerless Company will, at its option as the exclusive remedy, either repair or replace for the original purchaser, free of charge, any part of any new product, which is found, upon examination by any Peerless Authorized Service Outlet or by Peerless Service Division in Salem, Indiana to be **DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP.** This Limited Warranty **DOES NOT COVER** (i) any Peerless products or part(s) thereof used to power any vehicle in competitive racing, or (ii) defects or damage caused by alterations or modifications of new Peerless products or parts or by normal wear, accidents, improper maintenance, improper use or abuse of the product, or failure to follow the new Peerless product or part. The cost of normal maintenance or replacement of service items, which are not defective, shall be paid for by the original purchaser. At the time warranty service is requested, evidence must be presented showing the date of purchase by the original purchaser. Any charge for making service calls and/or for transporting equipment or part(s) thereof to and from the place where the inspection and/or warranty work is performed is payable solely by the purchaser. The purchaser is responsible for any damage or loss incurred in connection with the transportation of any product or part(s) thereof submitted for inspection and/or warranty work. **WARRANTY SERVICE CAN ONLY BE PERFORMED BY A PEERLESS AUTHORIZED SERVICE OUTLET.** Warranty service Distributor, or Peerless Central Warehouse Distributor) or by contacting Peerless c/o Service Manager, Service Division 1555 S. Jackson Street Salem, Indiana 47167.

	"CONSUMER USE" ()		"COMMERCIAL USE"		"RENTAL USE"	
MODELS	Within U.S.A. and Canada	Outside U.S.A. and Canada <sup>()</sup>	Within U.S.A. and Canada	Outside U.S.A. and Canada	Within U.S.A. and Canada	Outside U.S.A. and Canada
801, 820, 850, 855, 860, 900, 910, 915, 920, 930, 940, 9000, 1100, 2100 <sup>-)</sup> , 2600, LTH2000 <sup>(-)</sup> , MST200	2 YEARS	2 YEARS	90 DAYS	90 DAYS	30 DAYS	30 DAYS
100, 700, 800, 1000, 1050, 1300, 1310, 1400, 2300, 2500, 2800, 9100, 9200	1 YEAR	2 YEARS	90 DAYS	90 DAYS	30 DAYS	30 DAYS
LDP-10	2 YEARS	2 YEARS	2 YEARS	2 YEARS	30 DAYS	30 DAYS

(1) Any Peerless Series LTH2000, or 2100, which is found upon examination by any Peerless Authorized Service Outlet or by Peerless factory in Salem, Indiana to be DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP, and if received by Peerless or a Peerless Authorized Service Outlet for such warranty examination within the applicable warranty period noted above is SUBJECT TO A REPLACEMENT EXCHANGE PROGRAM USING EITHER NEW OR REMANUFACTURED UNITS as determined by Peerless or the Peerless Authorized Service Outlet and furnished by Peerless. Remanufactured units and parts are subject to the limited warranty provisions described above and to the following warranty periods.

(2) For purposes of this limited warranty, "consumer use" shall mean consumer's personal, residential, household use by the original retail purchaser.

(3) Minimum 2-year consumer warranty for Member States of the European Union. Consumers may have additional legal rights not affected by the terms of this warranty pursuant to EU Directive 1999/44/EC and the national legislation of certain Member States of the European Union.

Peerless Remanufactured Units and Parts Warranty Period							
MODELS	"Consumer Use" ()	"Commercial Use	"Rental Use"	"Installed" Under Warranty			
Remanufactured Unit	1 Year	90 Days	30 Days	Remainder of original warranty			
Parts	1 Year	30 Days	30 Days	Remainder of original warranty			

THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. Neither Peerless nor any of its affiliates makes any warranties, representations, or promises, written or oral, as to the quality of the products(s) or any of its parts, other than as set forth herein. ANY IMPLIED WARRANTY OF MARKETABILITY, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE, TO THE EXTENT THAT EITHER MAY APPLY TO ANY PEERLESS PRODUCT OR PART(S) THEREOF, SHALL BE LIMITED IN DURATION TO THE PERIODS OF THE EXPRESS WARRANTIES SHOWN IN THE WARRANTY PERIOD CHART ABOVE AND TO THE EXTENT PERMITED BY LAW ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED, IN NO EVENT WILL PEERLESS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL AND/OR SPECIAL DAMAGES AND/OR EXPENSES INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF TIME, INCONVENIENCE, LOSS OF UNIT USE OR ANY COST OR EXPENSE OF SUBSTITUTE UNITS DURING PERIODS OF MALFUNCTION OR NON-USE. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other legal rights, which vary from state-to-state.

Peerless neither assumes nor authorizes any other person, natural or corporate, to assume for Peerless any other obligations or liabilities in connection with or with respect to any Peerless product or parts. The seller or dealer of a Peerless product or part has no authority, whatsoever, to make any representations or promises on behalf of Peerless or to modify the terms or limitations of Peerless warranty in any way.

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### WHAT IS NOT CONSIDERED FAULTY WORKMANSHIP AND/OR MATERIAL UNDER THE LIMITED WARRANTY FOR NEW PEERLESS TRANSMISSIONS, TRANSAXLES & DRIVE PRODUCTS OR PARTS

Peerless's worldwide service organization has been developed to provide you, the customer, with convenient fast service for Peerless products. If your unit has failed within the warranty period because of faulty workmanship and/or material it will be repaired at factory expense, and we thank you for bringing it to our attention.

There are certain conditions, however, that can damage a complete Peerless unit or part, which cannot be considered as faulty workmanship and/or material. This damage is the owner's responsibility and any necessary repairs must be borne by the owner. Failure caused by, but not necessary limited to, the following is not warranty.

- Alterations or modifications of Transmission, Transaxle or Drive Product components.
- Damage resulting from lack of lubrication.
- Damage resulting from accident, abuse, or neglect; such as bent or broken axles and shift keys.
- Damage resulting from improper shifting; such as chipped gears and broken shift forks.
- Failure to follow the Original Equipment Manufacturer's Manual.
- Damage resulting from improper hydraulic circuit cleanliness. (Hoses, reservoirs, hydraulic motors, etc., must be thoroughly cleaned and new filters to be installed prior to hydraulic pump installation.)
- Damage resulting from use of attachments to equipment other than those approved by the manufacturer of the equipment.
- Damage resulting from use of equipment in a manner or for a purpose not originally intended by the manufacturer of the equipment.
- Damage resulting from repairs by an unauthorized service account.
- Damage resulting from shipment after Peerless unit is installed on the equipment.
- Pickup and delivery charges.
- Damage resulting from improper belt adjustment.
- Warranty repairs to any product manufactured by Peerless bearing the name Craftsman, Peerless and/or Peerless from a unit bearing the Sears label can be performed ONLY by Sears, Roebuck & Company.

Peerless's liability is limited to the Peerless product itself. Other parts such as wheels, chains, belts, pulleys, etc., and any damage to the Peerless product itself caused by the failure of any accessory not of Peerless manufacture, are the responsibility of the respective manufacture(s) and/or owner.

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