

PROGUARD® 4 PORTABLE WARRANTY

This limited warranty applies to the following ProTeam, Inc. commercial ProGuard®Wet/Dry Vacuums (collectively, the "ProGuard Products"): ProGuard 4.

If you have any questions or need assistance regarding the warranty of your product, please call ProTeam Customer Service department at (866) 888-2168 7:30 a.m. - 5:00 p.m. Mountain Time.

ProGuard®- Limited Warranty

ProTeam, Inc., located at 12438 W. Bridger Street, Boise, Idaho 83713 ("ProTeam") warrants to the original purchaser only ("you") subject to the exclusions described below, that the ProGuard Product component parts and motors listed below will be free from defects in material and workmanship beginning on the original date of purchase and continuing for the period set forth below (each a "Warranty Period"). This limited warranty terminates if the original purchaser transfers the ProGuard Product to any other person or entity.

Parts Warranties - All ProGuard Products

- Molded body parts on all ProGuard Products - Expected lifetime of the ProGuard Product.
- All other component parts (excluding the motor) on all ProGuard Products - 3 years.

Motor Warranties - Specific to each ProGuard Product

- ProGuard 4 - Vacuum motor - 1 year.

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, extension cords, hoses, filters, switches, carbon motor brushes and other attachments to the ProGuard Product.
- Damage or burnout of the ProGuard Product motor resulting from failure to clear a blockage occurring during the normal course of use.
- Loss or damage to the ProGuard Product resulting from conditions beyond ProTeam's control including without limitation, misuse, accident, abuse, neglect, negligence (other than ProTeam's), overuse beyond intended capacity, or unauthorized modification or alteration.
- Loss or damage to the ProGuard Product resulting from failure to follow the required maintenance schedule, or failure to use the ProGuard Product in accordance with ProTeam's written instructions, guidelines or the terms of its Owner's Manual.

What We Will Do to Correct Problems

If a claim made during the Warranty Period is covered under this limited warranty, ProTeam or your local ProTeam authorized dealer will, at ProTeam's sole option, (a) repair the defective portion of the ProGuard Product or (b) replace the entire ProGuard Product. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PROGUARD PRODUCT.

No Other Express Warranty Applies

THE LIMITED WARRANTIES PROVIDED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY PROTEAM TO THE ORIGINAL PURCHASER, 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 PROGUARD PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR USE OR PURPOSE. No employee, agent, dealer, or other person is authorized to alter this limited warranty or make any other warranty on behalf of ProTeam. The terms of this limited warranty shall not be modified by ProTeam, the original owner, or their respective successors or assigns.

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How to Notify Us

If you discover that your ProGuard Product has a defect that you believe is covered by this limited warranty, you must notify ProTeam or the ProTeam authorized dealer who sold you the ProGuard Product within the applicable Warranty Period. You may contact ProTeam Customer Service department at (866) 888-2168 between the hours of 7:30 a.m. and 5:00 p.m. Mountain Time or at any time via the fax number or the email address listed in your Owner's Manual or on our website. In order for a warranty claim to be processed as quickly as possible, we suggest that you complete the "Registration Card" made available to you on the ProTeam website at www.pro-team.com. If you do not choose to register your ProGuard Product, in order to make a warranty claim, you will need to provide a copy of your sales receipt or other proof of purchase showing the purchase date to ProTeam or your local ProTeam authorized dealer.

Repair and Replacement Procedures

Please call the Customer Service department number above or visit the ProTeam website to find the ProTeam authorized dealer nearest you. If there is no local ProTeam authorized dealer, our Customer Service department will give you the name and address of the nearest field service representative or will provide you with instructions for shipping your ProGuard Product to the ProTeam repair facility. ProTeam or your local ProTeam authorized dealer will determine whether your claim is covered by this limited warranty, subject to the limitations or exclusions described in this limited warranty, or has exceeded the applicable Warranty Period. Your local ProTeam authorized dealer will repair your ProGuard Product, ship your ProGuard Product to the dealer's or ProTeam's repair facility, or contact ProGuard for a replacement ProGuard Product. The decision to replace your ProGuard Product is at the sole discretion of ProTeam. Repairs or modifications made to the ProGuard Product by other than ProTeam, its authorized repair facility or a local authorized dealer will nullify this limited warranty. Coverage under this limited warranty is conditioned at all times upon the original purchaser's compliance with these required notification and repair procedures.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PROTEAM 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 PROGUARD PRODUCT OR PROTEAM'S NEGLIGENCE. SELLER 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 PROTEAM'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY THE ORIGINAL OWNER FOR THE PROGUARD 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.

ProTeam, ProGuard, Intercept Micro, and Qwik Lock are trademarks of Emerson.