

Home by AMES

WARRANTY INFORMATION

Overview

Our products are built to the highest standards and we proudly stand behind every product warranty. Before you contact us about warranty replacement, please be sure to read the official limited warranty statement and claim instructions below. For our Canadian customers, you may submit your warranty claim locally in Canada to Garant, a subsidiary of The AMES Companies, [here](#).

THE AMES COMPANIES, INC LIMITED WARRANTY:

The AMES Companies, Inc. provides the following express limited warranty (“Warranty”) to the original purchaser of our products (“Products”). AMES Products are warranted to be free from defects in material and workmanship for a period of thirty (30) days from the date of original purchase, unless a longer period is printed on the product or packaging (either period being referred to as the “Warranty Period”), subject to the disclaimers and limitations stated below. During the Warranty Period, should your AMES Product malfunction from defects in materials or workmanship, we will replace the defective Product, or such part of the Product as may be defective, at AMES’ option and cost, subject to the following provisions. Replacement of discontinued products are subject to product availability.

COVERAGE UNDER AN AMES LIFETIME WARRANTY:

An AMES limited Lifetime Warranty lasts for the lifetime of the AMES product. This means that warranty coverage ends when the product becomes unusable for reasons other than defects in materials or workmanship, or two (2) years after AMES discontinues manufacturing the Product, whichever is later.

DEFECTS IN MATERIALS OR WORKMANSHIP:

It is uncommon for a product that was manufactured with a defect in materials or workmanship to survive under normal use for any extended period of time. Products submitted for warranty replacement after years of continuous reliable service are rarely found to be defective. The most common request for replacement of a Product after many years of use is the result of normal wear and tear issues, which are not considered to be a defect in materials or workmanship.

This Warranty extends to the original purchaser of the Product. This Warranty does not cover any defect resulting from abuse, misuse, neglect, or any use not in conformity with the printed directions or commonly intended application of the Product. Additionally, failures due to normal wear and tear are not covered by this Warranty. You are urged to inspect the Product upon purchase. In the event that a defect in material or workmanship appears within the Warranty Period, please follow the directions below.

DIRECTIONS FOR MAKING A CLAIM UNDER THIS WARRANTY:

If you have a claim under this warranty, please email the following information to help@ames.com; Product brand, part number, explanation of broken or missing parts, receipt showing place of purchase and date of purchase, images of the damaged Product, image of the Product label with warranty visible (if applicable), your home address and phone number. The

documents will be reviewed, and a response will be emailed back after review. Please allow 2 – 4 weeks for a response.

IMPORTANT DISCLAIMERS AND LIMITATIONS:

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, AMES MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO PRODUCTS, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL. THE WARRANTY IS LIMITED TO THE REMEDY SET FORTH ABOVE, AND EXCLUDES ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED OR OTHER DAMAGES DIRECTLY OR INDIRECTLY RELATING OR ATTRIBUTABLE TO THE PRODUCTS COVERED BY THIS LIMITED WARRANTY UNDER ANY THEORY OF LAW OR EQUITY (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE OR OTHERWISE). AMES SHALL NOT BE LIABLE BEYOND THIS LIMITED WARRANTY FOR ANY CLAIM RELATING TO PRODUCTS, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS RESULTING FROM INABILITY TO USE OR RESELL THE PRODUCTS, PROPERTY DAMAGE, ECONOMIC LOSS, LOST PROFITS, LOSS OF BUSINESS, INCREASED OPERATING COSTS OR LOSS OF PRODUCTION OR ANY OTHER SUCH DAMAGES, EXPENSES OR LOSSES, WHETHER ARISING FROM CAUSES SIMILAR OR DISSIMILAR TO THOSE ENUMERATED HERE. REGARDLESS, ANY LIABILITY IS EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY LASTS ONLY AS LONG AS THE TIME PERIOD SET FORTH ABOVE. TO THE EXTENT THAT AMES IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT COVERED, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY OR, IF A GREATER TIME IS EXPRESSLY REQUIRED BY APPLICABLE LAW, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE, OR FROM PROVINCE TO PROVINCE, SO THAT THIS WARRANTY MAY NOT APPLY TO YOU.

RECALL INFORMATION:

AMES Wheelbarrow Recall Notice, June 2004 – [read the notice issued by the CPSC](#).