
LIMITED WARRANTY

This limited warranty applies to all ProTeam®, Inc. products, including, without limitation, Backpacks, Canisters, Hipstyles, Uprights, Air Movers, and Wet/Dry product lines, and certain batteries and chargers (collectively, the “products”).

Specific warranty terms for certain product parts, motors, batteries and accessories are stated below.

If you have any questions or need assistance regarding the warranty of your product, please call ProTeam Customer Service department at (866) 888-2168 between the hours of 8:00 a.m. - 5:00 p.m. Central Time or at any time via email or fax. Customer service hours may vary and will be updated on the ProTeam website at proteam.emerson.com.

Limited Warranty

ProTeam, Inc., located at 8100 W. Florissant Ave, Building T, St. Louis, MO 63136 (“ProTeam” or “we”) warrants to the original purchaser only (“you” or “your”), subject to “Warranty Exclusions” (as applicable), that the product parts, motor, battery and/or charger identified below will be free from defects in materials and workmanship, including labor costs in connection therewith, when under normal use and service beginning on the original date of purchase and continuing for the corresponding period (each a “Warranty Period”). This limited warranty terminates if you transfer the product to any other person or entity.

Molded Body Parts

- All molded body parts, except as indicated below - expected lifetime of the product
- Super HalfVac® Pro - 3 years
- All Uprights - 3 years

Motors

- Backpacks (other than specified below), Canisters, Uprights and GoCart® Vac® products - 3 years or 1400 hours, whichever comes first, subject to your compliance with the following carbon brush replacement and maintenance schedule. Proof of such compliance may be required:
 - 1st change - after the first 800 hours of operation
 - 2nd change - after the next 400 hours of operation
 - 3rd change - after the next 200 hours of operation
- ProGuard® Wet/Dry 10, 15, 16 MD, 20 - 3 years or 1400 hours, whichever comes first, subject to your compliance with the following carbon brush replacement and maintenance schedule. Proof of such compliance may be required:
 - 1st change - after the first 400 hours of operation
 - 2nd change - after the next 400 hours of operation
 - 3rd change - after the next 300 hours of operation
- Super HalfVac Pro - 1 year
- GoFree® Flex Pro 12 Ah and 6 Ah - 2 years
- ProForce® Uprights - brush roll motor - 2 years
- ProGuard 4 Portable Wet/Dry - 1 year
- ProGuard LI 3 Cordless - 1 year
- ProBlitz® AirMovers - 3 years

Batteries, Chargers and Battery Packs

- GoFree Flex Pro 12 Ah and 6 Ah battery pack and charger - 2 years
- GoCartVac batteries - 6 months
- GoCartVac charger and battery control module - 1 year
- ProGuard LI 3 - 1 Year on battery and charger (see Limited Warranty for Lithium Ion Battery below)

Additional Limited Warranty for Lithium Ion Battery Charger for ProGuard LI 3 Cordless

- 90-day Satisfaction Guarantee - In addition to the limited warranty above during the first 90 days of ownership, with respect to the charger only, the charger may be returned for full refund or exchange.

Component Parts

- All component parts not otherwise listed above - 3 years

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What is Not Covered - Warranty Exclusions

This limited warranty does not extend to and expressly excludes:

- Normal wear and tear on the product and/or attachments and accessories including without limitation, extension cords, hoses, filters, switches, carbon motor brushes and other vacuum attachments and accessories not specifically listed.
- Damage or burnout of the product motor resulting from failure to clear a blockage occurring during the normal course of use.
- Loss or damage to the product resulting from conditions beyond ProTeam's control including without limitation, misuse, accident, abuse, neglect, negligence (other than ProTeam's), use beyond listed capacity, or improper installation, maintenance or application.
- Unauthorized modification or alteration.
- Loss or damage to the product resulting from failure to follow the required maintenance schedule, or failure to use the product in accordance with ProTeam's written instructions, guidelines or the terms of its Owner's Manual.
- Lithium Ion Battery Charger limited warranty applies only to defects arising under normal usage. All other damages are expressly excluded.

How to Notify ProTeam

If you discover that your 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 product within the applicable Warranty Period. You may contact ProTeam Customer Service department at (866) 888-2168 between the hours of 8:00 a.m. and 5:00 p.m. Central Time or at any time via the fax number or the email address listed in your Owner's Manual or at proteam.emerson.com. Customer service hours may vary and will be updated on the ProTeam 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 proteam.emerson.com. If you do not complete a registration card, you will be required to present a dated sales receipt in order to receive warranty service. Warranty coverage for all products is subject to your compliance with the listed notification and repair procedures. Notification procedures for the GoFree Flex Pro backpack battery pack are set forth below.

What We Will Do to Correct Problems

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 above, and whether the claim is within the applicable Warranty Period. For all warranty claims other than for the GoFree Flex Pro backpack battery pack, provided your claim is covered under this limited warranty, ProTeam or its authorized dealer will, at ProTeam's sole option and discretion, (a) repair or replace the defective portion of your product or (b) replace your entire product. For GoFree Flex Pro backpack battery packs, your local ProTeam authorized dealer will repair your product, ship your product to an authorized repair facility, or contact ProTeam for a replacement. If ProTeam is unable to repair your product or GoFree Flex Pro backpack battery pack or provide you with a suitable replacement, you will receive a refund of your purchase price or a credit to be used toward the purchase of a new product or GoFree Flex Pro backpack battery pack. Products repaired or replaced during the Warranty Period shall be covered for the remainder of the original Warranty Period. Unauthorized repairs or modifications, or use of any parts other than genuine ProTeam parts, will nullify this limited warranty.

GoFree Flex Pro Backpack Battery Pack Notification Procedures

The GoFree Flex Pro backpack battery pack is not field serviceable and must receive special handling instructions for shipping. Contact ProTeam Customer Service at 866.888.2168 for shipping instructions and service options. A Return Authorization Number (RAN) must be issued prior to shipping a product. Please call the Customer Service department number above or visit the ProTeam website to request a RAN. If you have not submitted a completed registration card, you must include a dated, written proof-of-purchase and a statement explaining the nature of the malfunction with the RAN. If there is no local ProTeam authorized dealer, ProTeam's Customer Service department will give you the name and address of the nearest field service representative or will provide you with the RAN and instructions for shipping your product to the ProTeam repair facility.

LIMITED WARRANTY

No Other Express Warranty Applies

THE LIMITED WARRANTIES PROVIDED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY PROTEAM TO YOU, 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 PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR USE OR PURPOSE. THE FOLLOWING SENTENCE APPLIES ONLY TO CONSUMER PURCHASERS: 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 ProTeam. The terms of this limited warranty shall not be modified by ProTeam, the original owner, or their respective successors or assigns.

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 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 YOU AND/OR YOUR CUSTOMERS EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE 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.

This limited warranty is governed by the laws of the State of Missouri, U.S.A., without regard to conflicts of law provisions.

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