

Power Pail™ Limited Warranty

LIMITED 90 DAY WARRANTY

Emerson Tool Company, a division of Emerson Electric Co., located at 8100 W Florissant Ave, St. Louis, MO 63136, warrants, to the original purchaser only ("**you**"), and subject to the exclusions described below, the Power Pail product (the "**Product**") to be free from defects in material and workmanship for 90-days from the original date of purchase (the "**Warranty Period**").

What is Not Covered

This limited warranty does not extend to, and expressly excludes, losses or damages due to commercial use of the Product, failures due to misuse, accident, abuse, neglect, negligence, unauthorized repair (other than Emerson Tool Company's), and/or normal wear and tear.

What We Will Do to Correct Problems

If a claim made during the Warranty Period is covered under this limited warranty, Emerson Tool Company will, at its sole option, provide one of the following remedies as the SOLE AND EXCLUSIVE REMEDY FOR SUCH BREACH: (a) repair, correct or replace the defective portion of the Product and return it at no charge, or (b) provide a refund equal to the purchase price paid for the Product.

No Other Express Warranty Applies

This limited warranty is the sole and exclusive warranty provided to you. No employee, agent, dealer, or other person is authorized to alter this limited warranty, or make any other warranty, on behalf of Emerson Tool Company.

How to Notify Us

To obtain the benefits of this limited warranty during the Warranty Period, please call Customer Service at 1-888-455-8724. If the retailer's normal return policy has expired, you must ship the Product with a copy of your original sales receipt to Emerson Tool Company via prepaid shipping. Upon receipt of the Product, Emerson Tool Company will determine, in its sole and absolute discretion, whether the claim is covered or subject to the limitations or exclusions described in this limited warranty. Repairs or modifications made to the Product by any party other than Emerson Tool Company, or its authorized representative(s), will nullify this limited warranty.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EMERSON TOOL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY ECONOMIC LOSS, WHETHER RESULTING FROM NONPERFORMANCE, PERFORMANCE DELAY, USE, MISUSE OR INABILITY TO USE THE PRODUCT OR EMERSON TOOL COMPANY'S NEGLIGENCE, NOR SHALL IT BE LIABLE FOR ANY DAMAGES, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION, IN EXCESS OF THE 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.

UPON THE END OF THE WARRANTY PERIOD, EMERSON TOOL COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, 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.

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, province to province, or country to country.