

Mean Green Products, LLC
3 Year Limited Warranty for NEMESIS Mowers



WARRANTY REGISTRATION REQUIRED

1. Owners **MUST** register the unit by filling out the Warranty Registration Form, provided in the owner's packet. It **MUST** be completed and signed by the authorized dealer and original purchaser.
2. For validation, the completed Warranty Registration Form **MUST** be forwarded to Mean Green Products, within ten (10) days following date of purchase.
3. The date of purchase constitutes delivery.

WHAT IS COVERED BY THIS WARRANTY

Mean Green Products, makes the following warranty to the original purchaser of mowers manufactured by Mean Green Products, LLC. (hand-held products are covered under a separate warranty):

A. Residential and Commercial Use: Mean Green Mowers warranted for **three (3) years or 500 hours total usage (whichever comes first) from date of delivery** on all materials and workmanship. If the Purchaser discovers within this warranty period three (3) years from date of delivery) a defect in materials or workmanship, he must promptly notify Mean Green Products or an authorized dealer, in writing of the defect. In no event shall such notification be received by Mean Green Products, or an authorized dealer later than for **three (3) years or 500 hours total usage (whichever comes first)** from date of delivery. Within a reasonable time after such notification, Mean Green Products, will correct any defect in material or workmanship on the Mean Green Mower by repairing or replacing part(s) with either new or used replacement parts. Such repair, including parts and labor shall be at the expense of Mean Green Products.

Green Lithium Batteries™ are warranted for a **five (5) year** pro-rated limited warranty or 1,000 hr. usage, whichever comes first to the original owner only.

1st – 2nd year 100% Parts and labor

3rd – 5th year Parts only (cells/BMS)/no labor

Green Accessories are warranted for **one (1) year**

NOTE: Failure to properly maintain batteries in storage and keep them from one-half to fully charged will reduce battery life and will void battery warranty.

Provisions of this limited Green Lithium Batteries™ warranty shall not apply due to:

Abuse or neglect such as water damage, loose wiring, or rusted or corroded hardware; lack of proper maintenance; damage caused by improper installation of the battery, dismantling of battery, apparent outside force damage, operator not following manual instructions, expired warranty period, neglect, breakage, sub-zero freezing, fire, explosion, wreckage, the addition of any chemical, operation of the battery in an overcharged, or the operation of the battery in an uncharged condition (use after BMS shuts off battery); and a battery charged by systems other than the original equipment type battery charger.

Provisions that constitute Green Lithium Batteries™ Warranty:

- Battery pack cannot be charged or discharged.
- Liquid leakage.
- Damage to battery pack's case and/or accessories due to conditions caused by the battery.

B. Rental Use: Mean Green Mowers and Green Lithium Batteries™ used in rental applications are not covered by warranty.

WHO MUST PERFORM THE WARRANTY SERVICE

All warranty service will be performed by dealers or owner mechanics authorized by Mean Green Products. Service calls and/or transportation expense of the product to and from the authorized dealer or owner mechanics for warranty work, will be paid by the owner of the product. For warranty service contact an authorized dealer.

WHAT IS NOT COVERED BY THIS WARRANTY

Mean Green Products, does not warranty:

Some products, components or parts not manufactured by Mean Green Products.

Repairs made by unauthorized persons. Damage caused by use of the Mean Green Mower for purposes other than those for which it was designed. Damages caused by disasters such as fire, flood, wind, and lightning. Damages caused by neglect, abuse, abnormal use, improper or unreasonable use, accident, negligence, or misuse such as water damage. Repairs or replacement resulting from the use of unauthorized parts, accessories or attachments. Repairs or replacement as the result if any alterations or modifications, in the determination of the Mean Green Mower, which adversely affects the operation, performance or durability of the equipment. The Mean Green Mower which has the serial number removed or made illegible. Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow the product's owner's manual operating, maintenance and adjustment instructions or other operational instructions provided by Mean Green Products. Normal maintenance parts and service including, but not limited to, lubricants, blades, blade sharpening, bearings, brake or steering adjustments.

DISCLAIMER OF WARRANTY

The foregoing warranties are in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. However, if the Mean Green Mower is purchased as a consumer product, any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this limited warranty. 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 rights which vary from state to state.

LIMITATION OF REMEDIES

In no case shall Mean Green Products, be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

Such damages include, but are not limited to:

- Loss of profits
- Loss of savings or revenue
- Loss of use of the Mean Green Mower or any associated equipment
- Cost of capital
- Cost of any substitute equipment, facilities, services or downtime
- The claims of third parties including customers, and injury to property

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TIME LIMIT

Any action for breach of warranty must be commenced within 60 days of the end of the warranty period.

NO OTHER WARRANTIES

This agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

ALLOCATION OF RISKS

This agreement allocates the risks of product failure between Mean Green Products and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods.

OWNER'S RESPONSIBILITY

You must maintain your Mean Green Mower following the maintenance procedures described in your owner's manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense.

This machine like any other powered equipment is potentially dangerous unless properly operated. Any operator must be cautious and keep safety in mind at all times. Any operator, prior to using the Mean Green Mower, should thoroughly familiarize himself with the owner's manual regarding operation and safety of the machine, as well as all safety warnings on the machine itself.

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