LIMITED WARRANTY

This limited warranty applies to all ProTeam®, Inc. products, including, without limitation, Backpacks, Uprights, Air Movers, and Wet/Dry product lines, and certain battery packs and chargers (collectively, the "products"). Specific warranty terms for certain product parts, motors, battery packs 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, 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 packs 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
  – All Uprights – 3 years

Motors
- Backpack (other than specified below), Upright products – 3 years or 1600 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
- GoFit® 3, GoFit 6, GoFit 6 PLUS, GoFit 10, GoFit Blower, GoFit HEPA, Super Coach Pro® 6, Super Coach Pro 10 and ProVac® FS 6 - 3 years or 1900 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 1000 hours of operation
  – 2nd change – after the next 500 hours of operation
  – 3rd change – after the next 200 hours of operation
- GoFit Cordless – 2 years
- GoFree® Flex Pro II – 2 years
- ProBlitz® AirMovers – 3 years
- ProForce® Brushroll Motor – 2 years
- 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
- ProGuard 4 Portable Wet/Dry – 1 year
- ProGuard LI 3 Cordless – 1 year

Chargers and Battery Packs
- GoFit Cordless battery packs & charger – 2 years
- GoFree Flex Pro II charger – 2 years
- GoFree Flex Pro II battery pack – 2 years
- ProGuard LI 3 battery pack and charger – 1 Year

Component Parts
- All component parts not otherwise listed above or excluded from the below "What is Not Covered Section

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 and cord holders; hoses; filters; switches; motor carbon brushes; wands and floor tools; detachable accessories; wheels; brush rollers and belts; bumpers/plates; straps and buckles; latches.
- 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.
- Improper modification or alteration may nullify this limited warranty.
- 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 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 II and GoFit battery packs 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 II and GoFit battery packs, 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. GoFree Flex Pro II and GoFit battery packs are not field serviceable. If ProTeam is unable to repair your product 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 II and GoFit battery packs. 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 II and GoFit Battery Packs Notification Procedures
The GoFree Flex Pro II and GoFit battery packs are not field serviceable. Contact ProTeam Customer Service at 866.888.2168 for service options. 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 will give you the name and address of the nearest field service representative.

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.

Dispute Resolution
In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS between PROTEAM AND YOU, either party may choose to resolve the dispute by binding arbitration, as described below, instead of in court. THIS MEANS IF EITHER PROTEAM OR YOU CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN BINDING ARBITRATION. ProTeam and You agree that the proper venue if Arbitration is not so chosen by ProTeam OR You of all actions arising in connection herewith shall be only in the state of Missouri and the parties agree to such jurisdiction. No action, regardless of form, arising out of transactions relating to the agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

Class Action Waiver
BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER PROTEAM OR YOU MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Administration of Arbitration
The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and/or Supplementary Procedures for Consumer- Related Disputes (including proceedings to mitigate costs of travel). This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such other location as mutually agreed. In addition to the terms stated above, the following will apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement including any claim that all or any part of this agreement is void or voidable; (2) the arbitrator shall apply Missouri law consistent with the FAA.