

The Home Depot Reconditioned Equipment Limited Warranty Terms and Conditions

Home Depot U.S.A., Inc. ("Home Depot") warrants to the original purchaser ("Customer") that Home Depot will repair, replace or refund the purchase price, at Home Depot's discretion, of reconditioned equipment purchased from Home Depot ("Equipment") that is defective in material or workmanship within one (1) year of the purchase date of the Equipment ("Warranty Period") pursuant to these terms and conditions. This limited warranty extends to normal usage when the Equipment is used in accordance with manufacturer's instructions and includes the replacement of necessary parts and materials at no charge to Customer. This limited warranty is not transferable or assignable in whole or in part.

This limited warranty does not apply to any damage or deterioration caused by acts of God, abuse, misuse, neglect, failure to provide reasonable and necessary maintenance as defined by manufacturer's maintenance instructions, repairs made or attempted by any third party, alterations, or normal wear and tear. Common items not covered under this limited warranty include, without limitation, the following: damage caused by bad fuel, damage due to lack of or insufficient oil, parts scored due to insufficient lubricant, defects resulting from abuse or neglect, damage caused by improper or inadequate maintenance, service parts (spark plugs, filters, blade), wear parts (belts, brushes, valves, wheels, cords), tune-ups, and damage caused by improper voltage or wiring. This limited warranty does not cover transportation of the Equipment to or from Home Depot premises – Customer is solely responsible for transportation of Customer's Equipment.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT THAT ANY IMPLIED WARRANTIES ARE NOT DISCLAIMED, THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTIES HEREIN.

To make a claim under this warranty, bring the Equipment to your local Home Depot store for warranty review within the Warranty Period. Home Depot may send the Equipment to a Home Depot or third-party service center for warranty repair services if required. Repair Services may require 2-3 weeks if the tools can be repaired at our Tool Rental Center, or 4-6 weeks if the tools must be sent to one of our offsite service centers, or requires special order parts, or if parts are on back order, or deliveries are delayed. Manufacturer or manufacturer equivalent new parts are generally used in warranty repair services; however, used or reconditioned parts may be used from time to time for repairs in Home Depot's discretion except for engines, transmissions and transaxles.

Home Depot is not responsible for Equipment that Customer does not pick up within thirty (30) days of notification from Home Depot of completed repair, an unrepaired tool, or other hold on the warranty repair services. Notification shall be made based on contact information provided by Customer in the warranty repair invoice. If Customer fails to pick up the Equipment within the sixty (60) days, the equipment will be deemed abandoned, and Customer directs Home Depot to dispose of the equipment on Customer's behalf at Home Depot's discretion. Home Depot will not be liable to Customer or any other person for any loss, damage, or harm arising out of or relating to such disposition, and Customer waives any right, title, or claim to any compensation for such disposition, including any proceeds from any sale of Customer's equipment on Customer's behalf.

IN NO EVENT SHALL HOME DEPOT BE LIABLE FOR LOST USE, LOST PROFIT, LOST REVENUE, DELAYS, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RELATED REPAIR SERVICES, MATERIALS, PARTS, OR THIS LIMITED WARRANTY. TO THE EXTENT CUSTOMER'S STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THIS SECTION MAY NOT APPLY. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

Questions? If The Home Depot store is unable to answer Customer's questions, Customer may contact The Home Depot Customer Care Department at 1-800-553-3199 or use the address below.