McCULLOCH SERVICE BULLETIN

NO. 1589

MODEL All DATE July 1, 1975

SUBJECT Improvements and Changes to McCulloch's written warranty - (see warranty statement on reverse side).

The enactment of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act: Public Law 93-637, has presented us with an opportunity to review our warranty policy and make changes and improvements for all concerned: consumer, dealer, distributor and factory. This new Act does not require that a warranty be provided with a product nor does it specify what the duration of a warranty shall be. It does specify, however, that if a written warranty is given it must be concise and properly captioned. We have decided to continue to provide a written warranty.

The major benefit to all consumers is that the warranty clearly spells out the responsibilities of all parties. In addition, the duration of the warranty is extended when a warranty repair exceeds 10 days. Since the consumer does not have control over the amount of repair time involved, we consider it reasonable to offer this benefit.

This new warranty also provides the consumer, who purchases equipment for personal, family or household purposes, with a longer warranty than previously offered. This type of consumer normally operates his equipment much less frequently and for much shorter periods of time than the commercial user. Thus we concluded that a longer warranty for non-commercial use was appropriate.

The benefit to the distribution system of McCulloch products is that the warranty clearly states items which are not covered by the warranty (see number 6 of the warranty statement on reverse side) thereby avoiding confusion at the dealer level.

The new warranty will appear on warranty cards (P/N 91745) included with all units manufactured July 4, 1975 and thereafter. The new warranty card, P/N 91745, will replace previously used warranty card, P/N 91159.

As an additional benefit and to standardize on the warranty being offered for all units, McCulloch dealers may offer the new warranty to those customers who purchase units in July 1975 and thereafter, but which have included with them the warranty expressed on warranty card, P/N 91159.

The Act states a desire for pre-sale disclosure of the warranty being offered with a product and has directed the Federal Trade Commission to set rules covering such disclosure. These rules have not been established to date. However, in the interest of good business practices, we feel that every effort should be made to allow customers to read and understand the warranty prior to purchase.

McCULLOCH CORPORATION

Product Service
Department

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McCULLOCH

LIMITED WARRANTY

1. *Duration*
   A. One year from date of original purchase when used for personal, family or household purposes.
   B. Sixty (60) days from date of original purchase when used for other than personal, family or household purposes, *i.e., commercial, professional, rental, institutional, etc.*
2. *Who gives this warranty*
   McCulloch Corporation (Warrantor)
   5400 Alla Road
   Los Angeles, California 90009
   Telephone: (213) 390-8711
3. *Who receives this warranty*
   A. The buyer (other than for purposes of resale) of the McCulloch product.
   B. Any person to whom such product is transferred within the duration of the implied or written warranty applicable to the product.
   C. Any other person who is entitled by the terms of this warranty or under applicable State Law to enforce against the Warrantor the obligation of the warranty.
   (The above mentioned parties are hereinafter referred to as "Consumer".)
4. *What products are covered by this warranty*
   A. Any McCulloch chain saw, chain guide bar, saw chain or sprocket supplied or manufactured by the Warrantor.
   B. Any McCulloch hedgetrimmer, all purpose drill, or attachment.
5. *What IS covered under this warranty*
   Any failure which occurs within the duration of the warranty period which is the result of defects in materials or workmanship.
6. *What IS NOT covered under this warranty*
   A. ANY INDIRECT OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE FAILURE OR MALFUNCTION OF THE McCULLOCH PRODUCT.
   B. Any failure that results from an accident, consumer's abuse, neglect or failure to operate the product in accordance with the instructions provided in the owner's manual(s) supplied with the product.
   C. Pre-delivery set up which includes installation of the chain guide bar and saw chain.
   D. Normal adjustments which are explained in the owner's manual provided with the product, *i.e., carburetor, automatic oiler and chain tension adjustments.*
   E. Any component not sold or manufactured by the Warrantor.
   F. Sharpening the saw chain or damage to the chain guide bar and/or sprocket due to poor saw chain maintenance.
   G. Items or service that are normally required to maintain the product, *i.e., spark plugs, filters, lubricants and periodic tune up service.*
7. *Responsibilities of Warrantor under this warranty*
   A. Repair or replace components which have failed within the duration of the applicable warranty period at no cost to the consumer.
   B. Ensure that the authorized repair station is reimbursed for parts and labor costs incurred due to performance of a warranty repair in accordance with established warranty policies and procedures.
8. *Responsibilities of the Consumer under this warranty*
   A. Deliver or ship the McCulloch product covered under this warranty to the dealer from whom it was originally purchased or the nearest McCulloch Authorized Service Center (MASC).
   B. Freight costs, if any, will be borne by the consumer.
   C. Use reasonable care in maintenance, operation, and storage of the product as explained in the owner's manuals.
9. *When Warrantor will perform obligation under this warranty*
   A. Warrantable product failures will be scheduled and repaired according to the normal work flow at the servicing location and depending on the availability of replacement parts.
   B. Repair time which exceeds ten (10) days from the time the product was delivered to the servicing agent will extend the warranty coverage by the number of days the product remained inoperable.
   C. If Consumer does not receive satisfactory results from local servicing outlet, Consumer must contact the McCulloch Corporation, Product Service Department (See Item 2).