

LIMITED FIVE YEAR WARRANTY

- 1. Limited Warranty. Cequent Performance Products, Inc. ("We" or "Us") warrants to the original consumer purchaser only ("You") that the product will be free from material defects in both material and workmanship for a period of five years, ordinary wear and tear excepted; provided that installation and use of the product is in accordance with product instructions. There are no other warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose. If the product does not comply with this limited 5 year warranty, Your sole and exclusive remedy is that We will replace the product without charge to You and within a reasonable time or, at our option, refund the purchase price. This warranty is not transferable.
- 2. Limitations on the Warranty. This limited warranty does not cover: (a) normal wear and tear; (b) damage through abuse, neglect, misuse, or as a result of any accident or in any other manner; (c) damage from misapplication, overloading, or improper installation, including welds; (d) improper maintenance and repair; and (e) product alteration in any manner by anyone other than Us, with the sole exception of alterations made pursuant to product instructions and in a workmanlike manner.
- 3. Obligations of Purchaser. To make a warranty claim, contact Us, identify the product by model number, and follow the claim instructions that will be provided. Any returned product that is replaced or refunded by Us becomes our property. You will be responsible for return shipping costs. Please retain your purchase receipt to verify date of purchase and that You are the original consumer purchaser. The product and the purchase receipt must be provided to Us in order to process Your warranty claim.
- **4. Remedy Limits.** Repair or replacement is Your sole remedy under this limited warranty or any other warranty related to the product. We shall not be liable for service or labor charges incurred in removing or replacing a product or any incidental or consequential damages of any kind.
- **5. Assumption of Risk.** You acknowledge and agree that any use of the product for any purpose other than the specified use(s) stated in the product instructions is at Your own risk.
- 6. Governing Law. This limited warranty gives You specific legal rights, and You also may have other rights which vary from state to state. This limited warranty is governed by the laws of the State of Michigan, without regard to rules pertaining to conflicts of law. The state courts located in Oakland County, Michigan shall have exclusive jurisdiction for any disputes relating to this warranty.